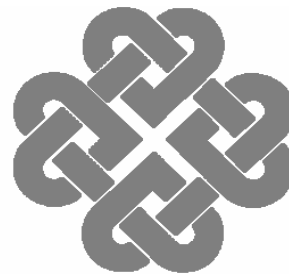


Kentucky Department of Corrections

Jail Evaluation Study

by

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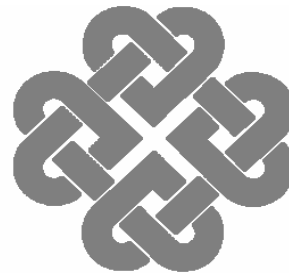
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KENTUCKY JAIL EVALUATION STUDY

Introduction and Project Overview

Kentucky, like many other states, has experienced significant overpopulation and escalating costs in the correctional system, especially in relation to housing felons (KY Department of Corrections, 2005; Lawson, 2005). County jails have always temporarily housed convicted felons waiting to be sent to a prison facility (controlled intake) and parole violators. However, in 1992, the Department of Corrections entered into a partnership with the local and regional county jails in the Commonwealth of Kentucky that would allow Class D, lower risk felons to be housed in these local and regional jail facilities to serve out their entire sentences instead of serving out their sentences in state level institutions. These Class D offenders are typically serving sentence lengths of one to five years. Subsequently, in the year 2000, this partnership was extended to include Class C felons classified for community custody¹. Currently, some 73 local and regional county jails have entered into this arrangement with the Commonwealth of Kentucky's Department of Corrections (KYDOC).

KYDOC pays each of the regional and local jails \$30.51 per day per state inmate for the custody services they provide. This amount includes \$1.91 per day to pay for medical care required for state inmates housed in county facilities. As hosts to these state inmates, the local jails are required to provide meals and lodging; in addition, the Class C & D Operations Manual specifies that jails must provide a General Education Program for all interested state inmates. Many of the jails provide other rehabilitative programs as well. The Commissioner of the Department of Corrections, John Rees, has reported that there is wide variation in the number and types of programs offered to state inmates in Kentucky's regional and local county jails. Some jails have demonstrated higher rates of success than others in regard to service and program delivery outcomes.

In cooperation with the Kentucky Jailers Association, the Commissioner of the Department of Corrections developed a plan for evaluating the services and programs that are available for state inmates at local jails. There is also a mutual interest in developing an incentive-based program with objective criteria for KYDOC to reward jails that provide superior required programs and that develop and implement programs and services that are not required.

To accomplish this objective, the Kentucky Department of Corrections entered into a Memorandum of Agreement with the University of Louisville, Department of Justice Administration to conduct such an evaluation and develop recommendations for objective criteria to be used in providing additional incentives for jails that are performing above the minimal requirements for housing state inmates. The Department of Justice Administration subcontracted with the Pacific Institute for Research and Evaluation—Louisville Center for assistance in conducting the study. The Memorandum of Agreement project's period of performance is November 15, 2004 through December 31, 2005.

Study Objectives

The proposal submitted by the University of Louisville and the Pacific Institute for Research and Evaluation identified the following primary goals for the jails:

- 1) Identify programs and services that are being provided in the jails;
- 2) Determine if certain jails are outperforming others;

¹ For the purposes of this study, those minimal risk Class C and D felons who are eligible to serve out their sentences in a county jail facility shall be referred to as "state inmates."

- 3) Assess program and service outcomes for the purpose of developing standards that could be used for incentive criteria;
- 4) Assess the value of the jails to the community, the relationships between the jailer, the county executive office and available community resources;
- 5) Determine the extent to which policies related to drugs and other contraband have been developed, implemented and documented within the jails;
- 6) Examine the extent to which an incentive-based system should replace or supplement the current method for distributing funds; and
- 7) Determine the feasibility of gauging inmate satisfaction with the programs, services, and policies implemented by the jails.

After an initial human subjects protections review by the University of Louisville's Institutional Review Board (IRB), the study team determined that Objective 7 was not feasible for the current study. Inmates are a special protected class of research subjects and, because participation in this study could have been perceived as coercive rather than voluntary, safeguards to protect confidentiality could have been easily compromised, especially in smaller jails where privacy would be impossible. Subsequently, the evaluation team explored potential outcome measures for jail performance incentive criteria such as GED completion rates, inmate safety, quality of life issues, and substance abuse-related issues such as drug possession violations. Semi-annual jail inspections by KYDOC assess whether policies and procedures are in place for reporting inmate jail standards such as food, housing, exercise, and medical care requirements, as well as incidents involving contraband violations, suicide attempts, and escape attempts. The project team decided to focus on the number and types of rehabilitative programs and services offered to inmates.

The overall objective of this study was to collect information about how jails implement the state inmate program that could assist KYDOC in developing a jail performance incentive system. In addition, we explored the possibility that such a system could be integrated with the current jail inspection process so that selected jail performance outcome measures that are part of widely accepted practices promoted by the American Correctional Association could be readily assessed for each full service Kentucky jail. Information for the study was collected from jailers and their staff representing 25 randomly selected full-service jails across the state.

The following report is organized into five main sections. The first section presents background information related to the increasing problem of prison and jail overcrowding and escalating costs to states for housing inmates and provides a description of how other states have used local jails to house state inmates. We then present a detailed description of the methodology that was used for the study followed by results of the study, recommendations for a proposed jail incentive system, and a summary of our findings.

Background

The Crisis in American Corrections

Overpopulation, increasing costs and limited resources have characterized corrections in the United States for decades, especially since the 1970s (Stinchcomb, 2005). The rate of incarceration doubled between 1985 and 2002 when the U.S. inmate population reached a record high of 1,367,856 (U.S. Department of Justice, 2003). By 2000, state prisons were operating between 1 percent and 16 percent above capacity, and federal prisons were at 33 percent above capacity. Twenty percent of the correctional facilities in America were under court order or consent decree to reduce overcrowding or address conditions of confinement (Stephan & Karberg, 2000; U.S. Department of Justice, 2003).

The overall number of offenders in the U.S. increased rapidly over the past two decades, much more rapidly than the population as a whole. For example, in 1980, the population of the United States was about 226 million (Bureau of Census) and, as Table 1 indicates, the number of Americans in some form of corrections (including probation, parole, jail, or prisons) was about 1.8 million or 0.8 percent of the total population (Bureau of Justice Statistics, 2004). By 2000, the U.S. population had grown to 281 million, an increase of about 24 percent since 1980. The corrections population by comparison exploded to 6.9 million, an increase of 383 percent. In fact, as of 2000, almost 2.5 percent of the American public was in the corrections system (e.g., in prison, jails, on probation, parole, etc.) (Bureau of Justice Statistics, 2004).

Table 1. Correctional population in the United States for selected years (in 1,000s)

Year	Probation	Jail	Prison	Parole	Total
1980	1,118	184	320	220	1,842
1990	2,670	405	743	531	4,350
2000	3,826	621	1,316	724	6,445
2003	4,074	691	1,394	775	6,934

As the number of people involved with corrections has increased, so has the number of Americans who are incarcerated. The number of incarcerated Americans was about 1.1 million in 1990 and about 1.9 million in 2000, representing a growth rate about four times as fast as population growth (Beck & Harrison, 2001).

Increases in the number of incarcerated Americans have been paralleled by increases in spending on prisons and other corrections facilities. However, spending for rehabilitation services for offenders (e.g., job-skills training, mental health treatment, and substance abuse counseling) has not kept pace (Donohue & Siegelman, 1998).

The burden of corrections-related costs has been increasing in recent years and has more than doubled the rate of increase for educational expenditures in many states (Stephan, 2001; U.S. Department of Justice, 2004). Annual operating costs average about \$22,650 per inmate annually, and more than three fourths of the dollars spent on corrections goes to prisons (Stephan, 2001). If amortization and prison construction costs are considered, the figure rises to approximately \$36,000 annually per inmate (Donohue & Siegelman, 1998).

The overpopulation problem has been attributed most often to mandatory sentencing laws, particularly as related to drug offenses in recent years (Stinchcomb, 2005). Mandatory sentencing has resulted in an increase in the proportion of drug offenders who have been sentenced to prison and to an increase in the length of time these offenders typically serve. Nationally, between 1985 and 1995, the population of drug offenders in state prisons increased by 478 percent. This is more than double the increase for any other offense category (Mauer, 1999). Interestingly, the rate of increase in incarceration for drug-related offenses is much greater than the increase in reported illicit lifetime drug use since 1985. For the U.S. population aged 12 years and older, reported illicit lifetime drug use was 36.7% in 1985, 37.6% in 1994, and 45.6% in 2004, respectively (SAMHSA, 2005).

Mandatory sentencing has had the logical consequence of increased overpopulation and an increase in construction of new prison facilities. However, most states soon found it impossible to keep pace with the need for additional inmate beds. In 1994, Congress responded by making large grants available for prison construction. However, the availability of these funds was contingent upon the passage of "Truth in Sentencing" legislation for violent offenders in the various states. This legislation required violent offenders to be incarcerated for 85% of their

sentence. By 1997, all 50 states had enacted Truth in Sentencing legislation, which increased the number of violent offenders incarcerated (Stinchcomb, 2005).

The relationship between drug use and violent crimes has been established by a number of studies (Hendrickson & Gerstein, 2005; Coccozza et al., 2005). According to the Bureau of Justice Statistics, one out of six criminal offenders reported committing a crime to obtain money for drugs (Bureaus of Justice Statistics, 1999; U.S. Department of Justice, 1999).

As a result of these policy priorities, state legislatures have been looking for ways to reduce the prison overpopulation and associated costs in order to reduce the strain on available resources and improve the results of corrections in their various states.

States' Responses to The Crisis

States have responded to the problem of prison overpopulation, escalating costs and limited resources in a variety of ways. As of 2002, some 19 states had made contractual arrangements with local city and county governments for housing some classes of state inmates. Kentucky is one of these states. An additional eleven states have arrangements for state inmates awaiting transfer in local jails due to postponement or delay issues (Camp, 2003).

To assess how other states use local jails to house state inmates, we requested information from corrections department officials in the states that were identified in the 2002 edition of the Corrections Yearbook as states that contract with county jails. Officials from 11 states indicated that they have some type of agreement with county jails that allows these jails to house state inmates for all or part of their sentences. Officials from some states reported that all county jails in their state participate in their state inmate program, while others reported that they contract with less than 20% of the state's county jails to house state inmates.

The types of state inmates housed in county jails range from work release offenders to non-dangerous felony offenders, felony probation violators, and other categories of minimal risk offenders. The length of sentenced time served in county jails varies from a portion of the total sentence to the entire sentence. The proportion of state inmates in county jails varies from a low of 2% to a high of about 20% of the total state inmate population for states.

Generally, the practice of using county jails to house state inmates has been in existence for some time. One state reported having had such an arrangement with county jails for twenty-four years. A few states reported that this practice had only been in effect in recent years. A majority of these states (N=9, 82%) reported having a contractual agreement with county jails for housing state inmates with a per diem rate that ranges from a low of \$15 to a high of \$55 per inmate per day. Most of these states (N=8) do not provide incentives to counties (or county jailers) as enticements to provide high-quality programs to state inmates who are housed in county jails. However, one state's correctional department offers incentives to county jailers to keep operational cost down, while another state correctional department offers extra per diem as an incentive for specific performance criteria. None of the jails have actually taken advantage of the opportunity. The following is a summary of the arrangements with county jails as reported by representatives of the 11 states' department of corrections.

- Ten of the states have contracts with county jails to house state inmates eligible to serve out their sentences in county jails; three have contracts with some of the county jails for some state inmates to serve part of their sentence in county jails. All but one requires jails to meet certain jail standards to participate. (See Appendix A for examples of contracts).
- Most states specify conditions and performance requirements that jails must meet in their contracts; one has a written policy that is provided to jails; none provide an

operations manual for the state inmate program, although their contracts specify operational procedures.

- Inmates typically eligible to serve all or part of their sentence in a county jail include: those currently eligible for work release, those serving as penitentiary trustees, non-violent inmates, minimum or community custody level offenders, inmates sentenced to state custody and waiting for a bed at state facilities, a few classified female inmates, unclassified inmates, felony offenders and probation violators with a felony, and short term inmates close to release.
- Inmates not eligible include: rapists, escapees, murderers, sex offenders, and those with reported disciplinary infractions.
- The length of the sentence that inmates are allowed to serve in county jails varies from the minimal amount to the entire sentence. Typically, these state inmates in county jails have been sentenced to incarceration of three years or less but sometimes can serve as much as six years in the jail.
- Some states use jails as transitional housing (similar to a halfway house) for inmates eligible to be housed in a local jail only after they have served a portion of their sentence in a state facility.
- The number of state inmates housed in county jails ranged from a low of 34 to a high of 4,000. For most states, these inmates represented less than 8% of their state inmate population; for some, they represented as much as 20% of their state inmate population. All eleven states reported paying a per diem to county jails. One state reported that county jails submit competitive bids which determine the rate.

The Kentucky Experience

Mandatory sentencing, tougher penal policies, and court orders limiting the number of inmates that could be housed in state institutions in the 1970s and into the 1980s resulted in an inability in Kentucky to build prisons fast enough to accommodate the need for additional beds (Lawson, 2005). The result was a practice of leaving convicted felons in county jails for indefinite periods of time until there were beds available in state facilities. From 1982 to 1986, the numbers were relatively small, ranging from 564 in 1983 to 623 in 1986. Then, in 1986, the number almost doubled; by 1987, there were 1,187 state inmates housed in Kentucky's local and regional county jails.

Soon, local governments were complaining about the financial burdens they were asked to bear, and state inmates complained about being incarcerated in local jails rather than state facilities. Both groups filed lawsuits that reached the state supreme court in 1988 (Lawson, 2005).

The court held that the state has a constitutional responsibility to provide for the care and custody of state inmates. However, the court also said the state could satisfy this obligation by contracting with local jails for the care and custody of state inmates under direct supervision by the state. By 1990, the number of state inmates housed in local jails increased to 1,795, then decreased suddenly to 1,342 with the completion of Phase I of the Eastern Kentucky Correctional complex and the housing of inmates in the private facility known as the Lee Adjustment Center (Lawson, 2005).

To reduce overpopulation, the Commonwealth had also launched a very intensive effort to expand facilities during the 1990s as the number and percentage of state inmates in local jails continued to increase. By the end of the decade, 3,236 state inmates were housed in local jails (Lawson, 2005). In 1992, encouraged by the Supreme Court ruling, the state acted to obtain

legislative authority for the practice that had been in existence since 1982 of incarcerating state inmates who had been convicted of offenses defined by the Kentucky penal codes as less serious felony crimes: "Class D" felons receiving sentences of no more than five years' imprisonment (Lawson, 2005).

Due to the continued excessive inmate flow from the court system, the state obtained additional legislative authority in 2000 to house some persons convicted of Class C felonies (Lawson, 2005). Only those Class C felons classified for community custody (non-violent) by the Kentucky Department of Corrections were included in the program (KY Criminal Law and Motor Vehicle Handbook, 2005).

A review of the record of incarceration suggests this authority came none too soon. The total inmate population for Kentucky increased from 15,047 in 1999 to 17,330 in 2003. During this period, the number of state inmates housed in local jails had increased by 1,798. This means that 78% of all new inmates incarcerated between 1999 and 2003 ended up serving their time in local jails rather than in state facilities (Lawson, 2005). In June 2005, there were 17,163 inmates in county jails, about 5,718 (33%) of which were state inmates (KYDOC Jail Population Report, 2005).

Implementing the Class C and Class D Program

The law relating to Class D Felons under KRS 532.100 states that "if a Class D felon is sentenced to an indeterminate term of imprisonment of five (5) years or less, he shall serve that term in a county jail; in a county in which the fiscal court has agreed to house state prisoners; except that, when an indeterminate sentence of two (2) years or more is imposed on a Class D felon convicted of a sexual offense enumerated in KRS 197.410(1), or a crime under KRS 17.510(11) or (12), the sentence shall be served in a state institution. Counties choosing not to comply with the provisions of this paragraph shall be granted a waiver by the commissioner of the Department of Corrections." Also, "...a Class C or D felon with a sentence of more than five (5) years who is classified by the Department of Corrections as community custody (non-violent) shall serve that term in a county jail in a county in which the fiscal court has agreed to house state prisoners if: (a) beds are available in the county jail; (b) State facilities are at operating at full capacity; and (c) halfway house beds contracted with the state are being fully utilized at the contract level as of July 15, 2000 (Kentucky Criminal Law and Motor Vehicle handbook, 2005).

The Statute further provides that any jail housing Class C or Class D state inmates shall offer programs as recommended by the Jail Standards Commission which have been incorporated into the KRS. It also specifies that the Department of Corrections shall promulgate administrative regulations establishing required programs for a jail that houses state inmates.

Finally, the statute stipulates that Class C and Class D felons serving their time in a local jail are still state prisoners and the Department of Corrections is required to pay the jail in which the prisoner is incarcerated a per diem amount determined according to the Kentucky Revised Statute. 431.215(2) (Kentucky Criminal Law and Motor Vehicle handbook, 2005).

The Department of Corrections developed an Operations manual for Class D Felons Housed in County Jails in 1982 and it is reviewed every 2 years. It was updated in May 2005 and was renamed Operations Manual for Class C and Class D felons housed in County Jails. This manual, developed by the Jail Standards Review Committee provides the guidelines to be followed by local jailers in implementing the program. The manual includes information related to custody levels, work programs, furloughs, meritorious good time, educational good time, medical care, inmate pay for work, parole review and parole plans.

Through jail inspections conducted twice a year by the KYDOC, it has become apparent that there is wide variation across the state's 73 full-service jails regarding how the state inmate program is implemented. This variation was confirmed during site visits by the study team to 25 randomly selected jails (See Results section below). It was discovered that some jails perform at a higher level for required programs such as GED classes while others go beyond the minimal requirement for the few Class C and Class D inmates housed in their facility.

This study evolved out of a desire by Commissioner of Corrections John D. Rees and his staff, who are very interested in encouraging local jailers to develop and implement significant programs for state inmates. The Commissioner has been considering the possibility of providing additional funds or other incentives to jails that perform at a superior level, and it is important to him and his administration that such a program be administered in a fair and objective manner. Therefore, Commissioner Rees initiated this study, which was designed to: (1) assess the programs and services being offered in the various jails housing state inmates; and (2) develop recommendations for jail performance criteria for an incentive program to encourage improved performance.

Methodology

Jail Sampling Procedures

The KYDOC works with 73 full-service jails to house state inmates as stipulated by the Kentucky Revised Statutes (KRS). For the purpose of this project, one-third, or 25, of the 73 jails were randomly selected, based on a computer program, for site visit and subsequent data collection. The list of the 25 randomly selected jails for site visits and data collection was presented to the DOC for approval. The 25 jails represented a diverse spectrum of the 73 jails along the following dimensions:

- 1) geographic regions (Western, Eastern, Central, Northern, and Southern Kentucky);
- 2) programs and services (jails with more or less and varying types of programs and services);
- 3) socio-economic status (e.g., unemployment rate, poverty, average income, percentage of workforce, etc.);
- 4) population density (high and low populated counties);
- 5) operating costs and revenues (e.g., high, medium and low budget jails); and
- 6) capacity of jail (e.g., large, medium and small jails).

Measures and Survey Instrument

To develop a supplemental incentive compensation system, the study team considered the type of inmate and program information the jails would need to document in order for the department to assess whether they met certain performance criteria for receiving the supplemental funds. Since the department was interested in developing "standards" for program implementation and inmate participation as well as professional standards for jailer and deputy jailer qualifications, the team focused on developing questions to determine what documentation on programs, services, staffing, etc. currently exists across the sample of jails. Questions were also included that would allow us to develop a descriptive profile of jailers, jail staff training, and qualifications. Because contextual variables such as size of the jail, number of beds and current capacity of the jails, operating budget, sources of operating funds, number of staff, and classroom space could also be important factors in determining whether jails can implement programs for state inmates, we also included measures to assess these factors.

A draft of the questionnaire was developed and pilot tested with a jail that was not selected for our sample. The jailer who responded to the pilot questionnaire had worked in various positions in jails for a number of years, had served as an adviser for other county jails, and had also worked in a privately run prison. He advised us that while some jails have “sign up” sheets for their inmate programs, most would not be able to report to us the exact number of participants in each program. He gave us valuable feedback on important information that would be of interest to the department in developing an incentive system and made suggestions regarding how we should ask questions to assess the jails’ current recordkeeping systems, organizational variables such as sources of operating funds, types of community organizations that provide services to the jail, and the types of work programs in which state inmates typically participate. The questionnaire was revised significantly following the interview.

We also determined that the type of information we were requesting could not be readily accessed from jail records during an interview. As a result, we faxed the questionnaire to the jailer at least one day before our visit so that he could enlist the assistance of his administrative staff in compiling the information. While this helped tremendously, the interview still took an average of 90 minutes to administer as jailers often volunteered additional important information that was not on the questionnaire. After the first few interviews, we added a few of these questions and called back jailers who had already been interviewed to retrieve this additional information. The final questionnaire included the following measures (See Appendix B for actual questionnaire):

- 1) Total bookings in 2004 and the number of state inmates;
- 2) Percentage of females and minorities;
- 3) Recordkeeping practices and documentation of programs, parole hearing process and timeliness of reporting of information to the parole board;
- 4) Number and types of programs and services, including number of participants and how often the programs are offered;
- 5) Training and prior correctional or other related job experience of the jailers;
- 6) Training jail staff have received;
- 7) Jail operational improvements needed as indicated by jailers and jail staff;
- 8) Budgetary issues (e.g., operating costs, sources of revenue, etc.);
- 9) Relationship between jailers and their county government and community resources;
- 10) Public awareness of jail activities regarding the benefits of the jails to the communities;
- 11) Medical services and co-payment arrangements, and
- 12) Other state inmate-related program issues (e.g., classroom space, inmate work programs, etc.).

Data Collection Procedures

All of the data collection protocols were reviewed and approved by the institutional review boards (IRBs) of the University of Louisville and the Pacific Institute for Research & Evaluation (PIRE), as well as KYDOC, prior to its implementation.

After the 25 jails were randomly selected, the Department faxed a letter from the Commissioner to the jailers that provided an overview of the study and its objectives and requested that the jailers cooperate with the study team in meeting with the team and providing information necessary for the study. To efficiently organize the site visits, the 25 randomly

selected jails were divided into regions so that the site visits could be accomplished in seven 1-3 day trips by the study team. Prior to each site visit, the survey was faxed to the county jail. An introductory letter accompanying the questionnaire provided additional information about the study and was followed up with a phone call to ensure that the questionnaire had been received. This pre-site visit communication allowed the jailer to: (1) arrange for other operational staff to be present during the site visit; and (2) review the data elements that were requested on the questionnaire in order to extract relevant information from their database and staff, as required. Several of the jailers had already completed the questionnaire prior to the study team's arrival. For each site visit, two to five project team members visited each county jail to administer the questionnaire, verify the jailer's understanding of certain questions, correct responses that were inconsistent, ask follow up probing questions, and record additional information voluntarily reported by the jailer or his staff. In some cases, the jailers provided published information on their jails, such as brochures, summary reports, demographic profiles, and programs and services, to the project team for review and consideration. After meeting with the study team, several jailers invited the team to take a guided tour of the jail.

Analytical Procedures

Two types of organizational data were obtained from survey administration: quantitative and qualitative data. The quantitative data included items that could be easily summarized in a quantitative manner, such as counts of inmates, percentages, or questions with discrete response categories that could be translated into quantifiable answers for analysis. The qualitative data were elicited by asking open-ended questions or conducting follow-up probing for clarification or understanding of an issue. This allowed the jailers to report information that they thought was important for an understanding of the factors that have an impact on how they operate their jails or are relevant to their Class D program. The quantitative data were coded numerically and entered into a question-by-question Statistical Package for the Social Sciences (SPSS) generated database by a data entry program staff member. Since the sample size is relatively small (n=25 jails) for inferential statistical analysis, a descriptive analysis was performed using SPSS to determine frequencies, means, percentages, and the various ranges of responses. The qualitative data was transcribed into a word document and arranged by questions across the 25 randomly selected jails. The responses were then extensively reviewed for common themes and content so that categorical data, when appropriate, could be coded and entered into the database for analysis.

Results

Descriptive Profile of County Jail Populations

Jail Capacity

According to a DOC weekly report from jails for the week of June 24, 2005, the 73 full-service county jails in Kentucky had a capacity of 12,225 inmate beds. The DOC report indicated that 14,880 inmates were actually housed in jails during that week, meaning that Kentucky jails were over capacity by 2,655 inmates, or 22%. This overcrowding pattern was also observed among the 25 jails in our sample (See Table 2). The DOC report indicated that for the same week in June 2005, the sampled jails had 3,426 beds but housed a total of 4,302 inmates, representing a total of 876 (25.5%) inmates over capacity across all 25 jails. On average, there were 137 jail beds for every 170 inmates. While the number of inmates over the jails' capacity averaged 40 inmates, the 25 jails ranged from one to 100 inmates over capacity. Table 2 also presents a summary of jailer responses to questions regarding the total number of inmates "booked" in 2004, the number and percentage of state inmates, the number and percentage of the inmate population representing minority groups and females, and the jailers' estimates of the number of bookings that were drug-related.

Table 2. Jail Capacity and Population

	Total (All 25 jails)	Average	Range	
			Minimum	Maximum
Number of Jail Beds, June 2005	3,426	137	17	342
Number of Inmates, June 2005	4,302	171	18	403
Number of Inmates Over Capacity, June 2005	876	40	1	100
Number of State Inmates in Sampled Jails, June 2005	488	20	0	67
Estimated Total Number 2004 Bookings for Sampled Jails	87,849	3,514	600	9,059
▪ Minority Population	16,161	18%	1%	58%
▪ Female Population	16,801	18%	0%	32%
Number of State Inmates, 2004	9,685	421	24	1,429
▪ Minority Population	905	15%	0%	43%
▪ Female Population	1,172	10%	0%	27%
Estimated Total Inmates Incarcerated for Drug-Related Offenses, 2004	61,340	68%	25%	95%

Some of the jails have the capacity to house inmates from other counties or states, and a few house federal prisoners (See Table 3). Nine (36%) of the randomly selected county jails house federal inmates, and seventeen jails (68%) house inmates from other counties. Interestingly, all 9 (100%) of the jails housing inmates from other counties and 16 (94%) of the 17 jails housing federal inmates were among those operating over capacity during the week of June 24th. These jailers reported that a significant portion of their inmate population comes from other counties that do not have adequate space or have closed their jails. Some jailers reported that they sometimes send their local state inmates to other counties because it allows them to accept inmates from another state that pays a higher per diem than Kentucky. Some jailers reported that they “trade” local inmates to other counties because of behavior or security problems. While this movement of state inmates between county jails appears to be fairly common, it can create a problem for DOC in keeping track of where state inmates are being housed as well as for the Kentucky Parole Board in tracking down inmates eligible for a parole hearing (see Record Keeping section below).

Jail Population

Of the total number of bookings for county jails in 2004, state inmates accounted for an average of about 12% (See Table 2). Inmates representing an ethnic minority group and females each accounted for an average of about 18%. Some counties reported a sizable Spanish speaking population. Jailers reported that most of these are migrant farm workers or other laborers in the country with temporary work permits. While a few jails have Spanish-speaking staff, most reported that interpreters are available through volunteers or the court system. Several counties reported that they do not house female inmates. While some stated that this is because of space and staffing, others volunteered that female inmates are more

difficult to house and place more demands on correctional officers. Several county jailers reported that they send their female state inmates to another county or to a state facility.

Drug Offenses. Based on the jailers' reports, drug-related offenses accounted for the single most common reason for incarceration at the county jails. The jailers' estimates for the 25 jails ranged from 25% to 95% for a mean of 68%. Jailers reported that among inmates arrested for drug-related offenses, methamphetamine was the most commonly abused substance, followed by Oxycontin and cocaine. One western Kentucky jailer reported that methamphetamine and gang problems are their biggest offender issues. Jailers mentioned another drug offense related problem that impacts jail overcrowding and operating expenses: operating a methamphetamine lab. Because this is considered a serious offense, these inmates are often incarcerated with no bond or high bonds and remain in the jail for a long time before trial or sentencing without generating state revenues to pay for their housing.

Table 3. Jail Inmates from Other County, State, or Federal Systems

County Jails Housing Other Inmates	Number of Jails	Percent
Federal Inmates	9	36%
Other County or State Inmates	17	68%

Five of the jails in our sample reported plans approved by their county government to either expand their existing facility or build a new jail due to the problem of overcrowding. Of the 25 jails in our study, 2 (8%) have current plans to expand their jails and another 3 (12%) are planning to build new jails (See Table 4). In addition, nine more jails (36%) are planning to request approval within the next two years either to expand their existing jails or build new ones. Assuming that our sample is representative of the 73 full service jails in Kentucky, DOC could expect that, over the next few years, as many as 40 (56%) counties could expand or build new jails if requests submitted to their local government are approved. (See Appendix C for responses from additional jailers not included in our sample regarding plans to build or expand their jails.)

Table 4. County Jails' Plans for Expansion

Expansion of Jail Facility	Number of Jails	Percent
County has approved plans to expand current jail	2	8%
County has approved plans to build new jail	3	12%
Plan to request approval to expand jail within next 2 years	7	28%
Plan to request approval to build jail within next 2 years	2	8%
No current plans to expand or build a new jail	11	44%

Jail Budgets and Sources of Jail Operating Revenue

Operating Budget and Sources of Revenue

For most counties, the funds to operate the county jail come from the county's general fund, which is generated by taxes levied on the residents and businesses in that county. Most have a "jail fund" and a jail budget that are prepared annually by the jailer and submitted to the county's fiscal government body for review and approval. The study team recognized that operating costs, revenue sources, and the amount of funding available to operate the jails have

an important impact on the state inmate program and services available for inmates. To help us understand the county jails' financial management systems, we asked a number of questions regarding their operating budget and their sources of revenue. Table 5 below presents a summary of our findings.

Table 5. Operating Budget & Sources of Revenue

	Average	Range	
		Minimum	Maximum
Estimated Annual Jail Operating Budget, 2004	\$2,009,271	\$298,252	\$6,447,832
Operating Cost per Booked Inmate in 2004	\$571.80	\$497.09	\$711.76
Funds Received for Housing Inmates, 2004			
▪ State Inmates	\$428,851	\$0	\$1,245,581
▪ Other County Inmates	\$142,021	\$15,000	\$269,042
▪ Federal Inmates	\$109,149	\$93,000	\$1,245,581
Commissary Profit For Inmate-Related Services, 2004	\$35,334	\$2,000	\$225,000
Long Distance Phone Commissions	\$6,000	\$44,849	\$150,000
Types of Fees			
Jails Charging Inmate Fees		Range	
▪ Booking Fees		\$20 – \$55 per inmate booking	
▪ Housing Fees		\$5 – \$40 per day	
▪ DUI Fees		\$5 – \$25 per offense	
▪ Bond Fees		\$5 – \$25 per offense	
▪ Work Release		\$10 – \$25 per day	
▪ Social Security Fees		\$400 – \$28,400 per year	
▪ Court Fees		\$2262 – \$69,416 per year	
▪ Other Sources (e.g., home incarceration, etc.)		\$20,000 – \$60,000 per year	

Overall, the average annual estimated cost for operating a county jail in 2004 was \$2 million, with the 25 jails ranging from a low of \$298,252 to a high of over \$6 million. The average daily number of inmates across the 25 jails was 199 inmates, ranging from a low of 18 inmates to a high of 488 inmates. Accordingly, the average cost per inmate per day across the 25 jails was \$31.65, ranging from a low of \$8.93 to a high of \$83.26.

On average, 21% of the total operating funds were generated from housing state inmates, 7% from housing other county inmates, and 5% from housing federal inmates, respectively. The per diem paid by other counties to local jails to house their inmates varied and ranged from \$22 per day to \$30 per day. One jail reported sending its state inmates to other counties so it could house Indiana inmates since the per diem (\$39) is higher than Kentucky's per diem (\$30.51).

Some jailers said they negotiate with the U.S. Marshall in their area to house federal prisoners and reported that the amount they receive is based on a formula that the U.S. Bureau

of Prisons has established. One jailer reported that he houses federal prisoners at a rate of \$44.65 per day plus full medical coverage.

In general, state inmates can be a source of revenue for county jails (based on state daily per diem rates) that can help offset the costs for housing other inmates. However, a number of jailers reported that they do not have the facilities to house state inmates to serve out their sentences and are forced to transfer these inmates to other jails. Some expressed the view that state inmates can actually be a drain on the county budget because the judge will often sentence these inmates to “time served.” The consensus among the jailers in our study is that this is a significant problem because the state only pays the per diem for state inmates after they have been sentenced. As a result, an inmate arrested for a felony can remain in a county jail for a number of months at the county’s expense, then go to trial and be given a “time served” sentence. In these cases, the state does not reimburse the jail for incurred expenses. After a challenge to this practice by a county jail, the KY Supreme Court ruled that the state is only required to pay the per diem and medical costs for felons after the first day following sentencing. Nonetheless, several jailers expressed the view that the state should reimburse county jails for housing felons found guilty retroactive to the time they were booked or at least from the date of their conviction.

Revenue Generated from Inmates

Telephone Commissions. Telephone commissions are clearly a major source of operating income for jails. The inmates call their families collect and the jails receive a large commission on the amount the phone company receives. In our study, these amounts ranged from \$6,000 per year to well over \$150,000 per year, with an average of \$44,849.

Commissary Profits. Commissary profits averaged over \$35,000 per year (See Table 5). There is a lack of clarity among some jails as to how commissary profits can be spent. While all jailers acknowledged that these funds must be used for inmate services and cannot be used to pay for mandated equipment or services (such as beds), interpretation of what is allowable varies widely. Some have bought trucks to use for transporting inmates to community work sites; some have used these profits to pay for staff to operate the canteen; some have used the funds to pay for medical care for inmates. While some jails reported that they call the State Auditor’s office if they are unclear about what is allowable, others seem to use their own broad interpretation of what falls into the “inmate benefits” category. One jailer reported that his county judge is pressuring him to use the commissary profits to defray operating costs. A handbook is being developed by the Department of Corrections and the State Auditors to provide guidance to jails on how commissary profits can be used.

Other Fees. Other fees collected from inmates (with varying degrees of success) include home incarceration fees, weekend fees for work release inmates, housing fees, DUI fees, etc. These accounted for an average of \$80,461 in operating revenue per jail per year (this excludes revenues from housing state inmates, other county inmates and federal prisoners, if applicable). Table 5 presents the number of jails charging various types of fees and the range of amounts that are charged to inmates. While most jails charge housing fees, collection of the fees is difficult, and some jails are more successful than others. Some hire collection agencies; others deduct owed housing fees from canteen accounts.

Self-Sustaining Jails

A few jails reported that they are “self-sustaining.” Generally, this means that they are housing inmates from counties that have little or no local jail capacity; they have facilities to house several state inmates (often from other counties) and federal prisoners, and they maximize their other sources of revenue such as long distance commission, commissary profits,

and fee collection from inmates whenever possible (e.g., housing fees, bond fees, medical co-pays, etc.). Some jails that are self-sustaining do not include the debt service the county pays on bonds, loans, etc. related to capital investments to build or expand their jails. However, most jails are not self-sustaining, and the jail budget represents a sizable portion of their county's general tax revenue fund.

Jailers clearly disagree on whether expanding local jails to house more state or federal inmates is a cost-effective strategy. While some believe it is the only way to become self-sustaining and stop the drain on county budgets resulting from the increasing number of inmates, others believe that the costs can actually increase due to the debt burden and heightened responsibility for medical costs (one jailer reported having to pay for an eye transplant). The jailers reported that overcrowding influences judges' sentencing decisions. For example, one mentioned that his District Judge often avoids incarcerating misdemeanants or non-violent offenders due to the overcrowding situation in his county. However, this jailer believes that as soon as the jail is expanded or a new jail is built, there will be increased pressure to change that policy, and costs for housing offenders who may have otherwise served out their sentence in the community will soar.

Compensation for Inmate Work Performed in the Community

Jails typically do not receive income for the work inmates perform for their counties. However, as explained in more detail below (See Inmate Work Programs), inmates, particularly state inmates, often perform a significant amount of public service work in their communities at a huge cost savings to the county. Strikingly, the average estimated annual value of the work performed by state inmates in the county for the jails in our sample is \$411,213. Most of the jailers calculated this annual dollar value using the minimum wage of \$5.45 and without benefits. Some used slightly higher wages because skilled labor such as painters and building and construction laborers could not be obtained at minimum wage rates. Several jailers reported that they participate in the State's Litter Abatement Program, which provides some revenue to the county for inmates picking up trash on state highways. Another source of revenue is recycling income, which is generated by having inmates pick up and sort cans, cardboard, or other recyclable items. A few jails reported that they manage the 911 Dispatch out of the jail, which can be a considerable savings to the county.

Jailer Perceptions of Most Serious Budgetary Issues and Remedies

Jailers were quite aware and forthcoming about the serious budgetary issues they face in operating a county jail. Several common themes emerged in response to our question regarding their perception of the most serious budgetary issues that they face in the operation of their jails.

Six jailers (24%) mentioned overcrowding and insufficient bed space; 4 (16%) mentioned inadequate operational funding to cover the cost of housing inmates and unforeseen expenses like equipment replacement; 12 (48%) mentioned rising medical expenses for inmates; 6 (24%) felt that the most serious issue is inadequate pay, benefits and training for staff; 2 (8%) jailers expressed the view that the per diem from the Department of Corrections for housing state inmates is inadequate; and 4 (16%) mentioned other issues, such as the increasing number of mentally ill or drug addicted inmates.

When jailers were asked what remedies they thought are most needed to address these issues, the majority (64%) responded that the State needs to increase the per diem and medical funding for State inmates, pay for time served for felons found guilty, and contribute toward housing county inmates. A few said that the most important remedy for their jails was a new facility or expanding the existing jail (28%). One (4%) believed that his jail needs on-site medical

staff; 4 (16%) either mentioned pay raises, and better benefits or Hazardous Duty pay for jail staff. One (4%) jailer requested additional staff for the jail, and 2 (8%) mentioned additional staff training. A few responses fell into the “other” category, such as the jailer who expressed the view that until his jail’s county elected a new County Judge Executive, nothing would change for the better.

Table 6 presents a summary of the most commonly mentioned issues.

Table 6. Jailers Assessment of Budgetary Issues

	Number of Jailers	Percent
What do jailers see as the most serious budgetary issues?		
▪ Overcrowding; insufficient bed space	6	24%
▪ Inadequate operational funding (for county inmates; unforeseen expenses)	4	16%
▪ Rising medical expenses for inmates	12	48%
▪ Inadequate pay, benefits or training for staff	6	24%
▪ Inadequate funding for state inmates	2	8%
▪ Other (increasing number of mentally ill or drug addict inmates)	4	16%
What remedies do jailers think are needed to address budgetary issues?		
▪ Need new facility or expand existing jail	7	28%
▪ State needs to increase per diem and medical funding for state inmates; pay for time served; contribute to housing county inmates	16	64%
▪ Need on-site medical staff	1	4%
▪ Pay raises; better benefits; Hazardous Duty pay	4	16%
▪ Additional staff needed	1	4%
▪ Additional training needed	2	8%
▪ Others (need a new county judge, etc.)	3	12%

NOTE: Jailers were allowed multiple answers so responses do not add up to 100%.

Involvement of County Judge Executives in Jail Budgeting and Operations

We found wide variation in the relationship between the jailer and the County Judge Executive in preparing the annual budget and in jail operations in general. Some have a close working relationship with their fiscal government and either take the lead or have significant involvement in preparing the annual jail budget. Others reported a strained relationship with their County Judge Executive and serious differences in philosophy on how to manage the jail effectively. One jailer reported that he never sees his annual budget, while another jailer reported that in addition to preparing his annual budget, he has a financial manager on staff and they perform their own billing and accounting functions. A few jailers expressed the belief that the state inmate program was initially started to provide financial relief to counties.

Impact of Circuit or District Court Sentencing Practices

In addition to the problem of case backlog that may result in long delays between arrest, trial, and sentencing, the philosophy and sentencing practices of circuit and district court judges can have an important impact on jail overcrowding. While some judges seem to be sensitive to the problem and use home incarceration, probation, and other incarceration alternatives liberally such as drug courts, some jailers reported that their circuit or district judges are very conservative and frequently order incarceration for even minor offenses. The sentencing practices of these judges can exacerbate the problem of overcrowding and the jailers’ ability to

obtain financial relief by releasing bed space for state inmates. For example, one jailer reported that a judge in his county sentenced 2 people to 180 days in jail for not having a Kentucky Fishing License.

Descriptive Profile of Jailers

According to the Department of Corrections, Kentucky is the only state in the U.S. where the county jailer is elected. Under section 100 of the state constitution, the qualifications for a jailer are as follows: at least 24 years of age, a citizen of Kentucky, a resident in the state for two years, and one year of residence in the county preceding the election. This is the case for all counties in the state except Jefferson and Fayette. (Kentucky Constitution, Section 100, ratified August 3, 1891 and revised Sept 28, 1891). Because the Department is interested in establishing higher standards for jailer qualifications, we collected information about educational background, training, and prior experience for each jailer in the study. Table 7 below summarizes our findings.

Table 7. Jailer Qualifications

	Number of Jailers	Percent
Educational Background		
▪ Less than High	2	8%
▪ High School	10	40%
▪ College/Vocational School	5	20%
▪ Bachelor Degree	6	24%
▪ Master Degree	1	4%
▪ Higher than Master Degree	1	4%
Other corrections experience jailers had prior to being elected as jailer.		
▪ Previous experience as deputy jailer or other jail position	11	44%
▪ Previous experience in law enforcement or criminal justice (sheriff, state police, attorney, etc.)	11	44%
▪ Association through family members who were jailers	2	8%
▪ Managed a farm or local business	5	20%
▪ Held other government job	5	20%
▪ Professional job (counselor, journalist, etc.)	2	8%
▪ Labor (coal miner, truck driver, farming, steel mill worker, etc.)	7	28%

NOTE: Jailers were allowed multiple answers so responses do not add up to 100%.

Education and Experience

Overall, about 40% of the jailers from the 25 randomly selected jails were high school graduates, and another 8% had less than a high school education. About one-fifth (20%) of those jailers had a college or vocational school education, and one-fourth (24%) of them had a bachelor's degree. A small proportion of the jailers (8%) had a Masters Degree or higher. One jailer had a law degree, one was a certified school teacher, and a few had business degrees or had taken college level courses in business management.

A majority of the jailers reported that they had prior corrections experience before they were elected to the jailer position. Eleven (44%) had previous experience as a deputy jailer or in another jail position; 11 (44%) had previous experience in law enforcement (sheriff, attorney, state police); and 2 (8%) jailers had been involved with jails for a number of years through an association with family members who were jailers.

Other prior relevant job experience included 2 (8%) jailers who held professional positions (counselor, journalist, etc.). A number of jailers had no prior corrections experience, 5 (20%) jailers said they had managed a farm or local business, 5 (20%) had held government jobs, and 7 (28%) worked in various unrelated jobs, such as laborer, coal miner, truck driver, farming, steel mill worker, etc.

Jailer Training

Most jailers reported receiving at least the minimum 40 hours of jailer training per year required by the DOC. In addition, most jailers reported taking courses in healthcare, EMS, CPR, firearms, tactical defense, and a variety of other courses offered by NIC, AJA, and other corrections associations. A few jailers had attended the police or sheriff's academy at Eastern Kentucky University (EKU).

Salary, Compensation, and Tenure

The salary of jailers is established by the state and is based on the population of the county. Jailer salaries ranged from just under \$62,000 to a high of over \$90,000 (See Table 8). In addition, jailers receive approximately \$3,000 per year for training incentives. Some jailers also receive Hazardous Duty (HD) pension benefits for themselves and their staff. A number of jailers expressed the view that all jail staff should receive (HD) benefits, and one commented that "police officers get it even though they may only come in contact with a violent offender a few hours a week, whereas our employees are in contact with a number of violent and mentally ill offenders every day." The number of years that the jailers had served in their positions ranged from less than 3 and up to 24 years, with ten years as the average.

Table 8. Jailer Salary, Compensation, and Tenure

	Average	Range	
		Minimum	Maximum
Annual Salary	\$74,942	\$61,860	\$91,0255
Tenure as Jailers, Years	10	3	24

Jail Staffing

One concern expressed by jailers regarding any proposed incentive plan for compensating jails that house state inmates is that they are already understaffed and would have difficulty providing additional staff for more inmate programs. It is clear from Table 9 below that the number of jail staff across the 25 jails, as well as the staff to inmate ratio, varies widely.

The majority of jail staff is comprised of full-time employees, with the total number of staff reported by jailers ranging from 4 to 114. However, as Table 9 illustrates, some jails employ a considerable number of part-time staff and a large number of volunteers. When including all fulltime staff employed by the jails, the full-time staff-inmate ratio ranges from 1:2 to 1:9, with an average of 1:6 (See Table 9). One jailer reported that his jail has a part-time program from which all fulltime staff are recruited. He believes that part-time staff serve as a good recruitment pool since the jailer and deputies get an opportunity to gain a better sense of the staff member's strengths and weaknesses before accepting that staff member for fulltime employment.

Table 9. Jail Staff Description

	Average	Range	
		Minimum	Maximum
County Jail Staffing			
▪ Full Time Staff	32	4	114
▪ Part Time Staff	5	0	25
▪ Volunteers	18	0	100
Staff-Inmate Ratio	1:6	1:2	1:9
Staff Starting Salary (Hourly Rate)	\$8.75	\$6	\$11.89

Staff Wages

The variation in the hourly pay for jail staff ranges from a low of \$6 to a high of \$11.89 for starting pay. The average hourly starting pay is slightly under \$9 (See Table 9). In some counties, the pay level is set by the county, and there is very little influence from the jailer. Most counties have an accelerated pay scale with incremental increases after 90 days or a year. However, some counties pay the same amount to employees whether the employee is a supervisor or not. Most jails seem to have a maximum on their pay scale at around \$10 per hour.

One jailer reported that his jail has a good evaluation program for staff. After each performance review by the staff supervisor, the jailer and the deputy meet the staff to discuss strengths, weaknesses, areas for improvements, and future goals. This jail also has a retirement program for staff.

Staff Training

Most jailers reported that they and their staff receive some training beyond the 16 hours per year DOC requires for the staff. However, there is wide variation across the jails on the amount and type of training that the jail staff receives. At one end of the training spectrum, jail staff members receive minimal training in CPR, firearms, self-defense and first aid. At the other end of the spectrum, one jail reported 1,396 hours of training for the jailer and his staff over the last two years. While most jailers reported that their staff could use more training than the 16 hours that are mandated by DOC, several said they did not have the resources to provide more training. A number of jails reported that they use the “Training of Trainer” method—sending a few staff to specialized training who return and train the other jail staff—to reduce costs.

Those jails that exceed the 16-hour minimum reported supplemental staff training courses sponsored by a number of law enforcement and jailer associations (the Kentucky Jailer’s Association, the Federal Bureau of Prisons, American Correctional Association, etc.). The most frequently mentioned were courses on ethics, force, complaints, mental health, anger management, suicide prevention, and profiling; administering small jails; office manager training; Major’s training; Captain’s training; Advance Deputy training; Sergeant’s training; pepper spray certification; tactical defense; medication dispensing; and computer training. Some jailers felt that the DOC should sponsor staff training on taser guns, riot control, and special response teams. A number of jailers supported the idea of a Jailer and Deputy Jailer Academy.

Staff Morale

In general, jailers felt that staff turnover is too high because of low wages and benefits. On a number of occasions, when jailers were asked about staff satisfaction with their jobs, they consulted with their deputies before responding. While the majority felt that their staff members

were satisfied (See Table 10), most jailers and their deputies agreed that if the staff pay and benefits were increased, staff would be more satisfied and there would be much less turnover.

Table 10. Jail Staff Satisfaction

	Number of Responses	Percent
Generally speaking, how satisfied would you (i.e., jailer) say your jail staff are with their jobs?		
▪ Very Satisfied	10	40%
▪ Somewhat Satisfied	12	48%
▪ Somewhat Dissatisfied	2	8%
▪ Very Dissatisfied	1	4%

Variations in Jails Management & Implementation of State Inmate Program

The DOC's Class C and D Inmate Operations Manual specifies that jails housing state inmates are expected to provide programs recommended by the Jails Standards Commission. Specifically, jails are encouraged to provide educational courses, library services, and self-help substance abuse treatment programs. In addition, the Manual specifies that jails are to provide weekly population reports, document certain types of incidents involving state inmates, routinely complete inmate movement forms, provide parole progress reports, provide medical reports, and comply with other requirements regarding inmates working in the community.

To develop and implement an incentive system to reward jails that provide state inmates with self-improvement programs and services and still comply with the guidelines stipulated by the Department's Class C and D Operations Manual, jail management would need to develop a system to provide accurate and verifiable documentation on their respective programs and services, including the number of inmates who participate. For the 25 jails in our study, we assessed the current recordkeeping and some jail management practices relative to inmate programs and services.

Record Keeping Practices

Many of the jails in our study have designated a deputy to serve as "State Inmate Coordinator." The person in this role is usually responsible for maintaining the records for the state inmate program. Again, there is a great deal of variation across the jails on how records are maintained on state inmates, as well as regular reporting that is required by the department. The following is a summary of the record keeping practices we found across the 25 jails in our study.

Inmate Programs and Services. All but four of the jails (84%) reported that they keep complete documentation on the programs and activities in which inmates participate as well as the number of inmates who participate in each program or activity. The other four jailers said that although they do not currently keep such records, they could and would if they were asked to do so by the Department. A few jailers reported that they only keep records on state inmate programs such as the Litter Abatement Program. While only a few currently produce monthly reports on program participation, again, most said they could do so if required by the Department.

Incident Reports. Jailers are required to submit monthly reports regarding each prisoner on certain types of problems or occurrences involving inmates (KRS 441.105 in KY criminal law and motor vehicle handbook with related statutes, 2005 edition, Gould Publications pg 545). All 25 jails reported that they keep complete documentation on inmate suicides or attempted

suicides and on the number of “walk-aways,” or escapees from the jail. While most jailers reported that they had not had any suicides for a number of years, a few jails did report that suicides and attempted suicides are a problem and are sometimes related to outdated security procedures, such as having accessible TV cords. Interestingly, three of the 25 jails reported that they do not currently keep records on the incidents of inmates’ substance use violations. One jailer volunteered that his jail routinely drug tests state inmates who go out to work in the community.

Parole Hearings. Four of the jails reported that they do not keep complete documentation on the number of inmates due at parole hearings each month and would not be able to report the number of parole hearings and paroled inmates by month. This latter finding is of particular interest to the Department because of concern expressed by the Kentucky Parole Board that some jails are delinquent in sending in progress reports or other requested information for state inmates who are eligible for a parole hearing. We asked jailers how they keep track of whether this information has been sent to the Parole Board in a timely manner.

All of the jailers who house state inmates reported that they follow a similar procedure. The state inmate coordinator (or a deputy) receives a list of inmates eligible for parole from the Parole Board with a request for a progress report about their behavior while in jail, their participation in programs, etc. Sometimes this information is maintained in the inmate’s files, and sometimes it is obtained by interviewing the inmate. The information is compiled and faxed to the parole board by the 10th of the following month. Jailers reported that sometimes there may be a delay because an inmate has been “traded” to another county jail and the parole board is not aware of the transfer or the jail cannot conduct an assessment because the inmate has not really been housed in that jail.

Jailers also reported that there is often a lag between the time the Parole Board has made its recommendation and the time it takes for the parole officer to do his/her investigation and send the final release papers.

Inmate Programs & Services Provided in Jails

Educational and Personal Development Programs Available in County Jails

There is wide variation across the state’s jails in the number and types of educational, vocational, or personal development programs that are available for state inmates housed in jails across the state. The number and types of these programs appears to be most limited by the availability of: (a) classroom space; (b) jail staff to supervise the programs; (c) funding to pay for the programs; and (d) qualified and reputable program facilitators. See Table 11 below for a summary by program.

Table 11. Inmate Programs in Jails

	Number of Jails	Percent
GED program	24	96%
Other educational programs (e.g., library services, vocational, etc.)	20	80%
Alcoholics Anonymous program	21	84%
Narcotics Anonymous program	15	60%
Other Alcohol & drug prevention programs	9	36%
Parenting, anger management, family or personal development programs	11	44%

NOTE: Jailers were allowed multiple answers so responses do not add up to 100%.

About 84% (21) of the jails in our study said they offer Alcoholics Anonymous programs, 60% (15) said they offer Narcotics Anonymous programs, and 36% (9) said they offer other alcohol and drug prevention programs. Almost all of the jails offer library services, primarily using books donated by the community. Some even have law libraries, and others buy books out of their canteen fund. Libraries are usually operated by jail staff, and there is a significant amount of variation as to how often these services and educational programs are offered. Frequency of programming depends in large part on the space and staff available and the number of inmates. However, in addition to GED classes and having some sort of library available for use by inmates, more than half of the jails draw upon community resources and offer various types of programs. Among our random sample of jails, we found that the following types of programs are available to state inmates:

- Six jailers (24%) reported a number of other educational classes such as Adult Literacy, English as a Second Language Classes for Spanish speaking inmates, and some offer correspondence courses in basic English, science, etc.
- Vocational classes are offered by 18 (72%) jails, including gardening and horticulture, small appliance repair, computer usage, a labor and construction program in conjunction with Habitat for Humanity, job preparation and life skills, a Kitchen Certification Program and a Food Handler Certification Program, which meets the certification criteria of the restaurant.
- Twelve (48%) jails offer at least one personal development, physical health development, and/or mental health promotion program, such as parenting, criminal recovery educational workshop (CREW), DUI classes, smoking cessation, drug counseling and rehabilitation, and marriage counseling.
- Seven (28%) jails offer anger management programs.
- Although much less common, 7 (28%) jails offer family support programs, such as parenting and family literacy.

Some jails reported that they cannot offer other types of educational programs due to lack of staff resources, space, and security (related to the need to search donated library books before making them available to inmates). A few jails volunteered that they would like to offer more classes and that it could be possible if they were able to offer classes outside of the jail to state inmates. One county reported that its jail already does that in conjunction with a community college in the county.

Alcoholics Anonymous (AA), Narcotic Anonymous (NA) and Other Substance Abuse Prevention Programs

As mentioned earlier, all jailers reported that a very high percentage of the inmates housed in their jails are there for drug-related crimes. All but four (16%) jails reported having an AA program. Those that do not said that they either do not have the resources or they cannot find reputable volunteers to facilitate the program. Many jails offer NA as part of their AA program. A number of jails reported that they do not offer NA programs because they do not have qualified sponsors or instructors.

The most common response to the question of why other alcohol and drug prevention programs besides AA and NA are not available for jail inmates was lack of funds, followed by lack of staff and space. However, jailers said they are interested in being able to offer these types of programs if sponsors could be developed or if they could be funded through grants or by partnering with community mental health agencies. A few jailers reported that they are currently working with local psychologists to present programs such as "Thinking for a

Change”—an integrated cognitive behavior change program. One jailer said that he would like to replicate a program that is offered in Lexington called HOPE, where female inmates can earn privileges and have their children come to live with them.

Treatment of Addicts. While a few jailers said that drug addicts are usually sent to drug rehabilitation programs in state-run hospitals, others reported that drug rehabilitation programs are too expensive. While a few said that medication is sometimes used, one specifically said that “narcotic medication” is not allowed in the jail for any reason, including depression or some other mental health condition.

Religious Services

All jailers reported that they offer religious programs, and most said that services are either non-denominational or that a number of religious denominations in the community hold weekly religious services in the jails. One jailer reported that 21 churches in his community present services at his jail each week. Many jails have regular Bible study groups in addition to services. According to the study, jails rely mostly on volunteers to present religious services. One jailer reported that his jail has a fulltime chaplain on staff. Another jailer reported that the Good News Jail Ministry provides a chaplain to the jail for 40 hours per week.

Several jailers said they followed Muslim food guidelines for Muslim inmates. A few jails reported that any volunteers, including ministers or other church representatives, must go through a training program before they can come into the jail.

Resources and Financial Support for Programs & Services

There is wide variation across the state's jails with respect to how programs that are facilitated by professionals (rather than by volunteers) are financially supported. Some jails have allocations in their general fund budgets to pay for such programs; some use commissary profits. Most seem to use a combination of funds and community resources. Typically, grants from the state to the local board of education are used to pay for GED instructors in jails. Several jails reported that they pay for the GED testing (\$60) out of commissary fees, and inmates typically pay for correspondence courses as well as DUI courses they are required to take. Some draw upon resources available through their local Board of Education or Adult Learning Center to present ELS or adult literacy classes.

A few jails in our study demonstrated a significant amount of creativity and resourcefulness in identifying mechanisms for funding and implementing inmate programs. For example, some draw upon professionals working out of their regional Comprehensive Care Center or other state-supported mental health services, and sometimes these individuals are paid out of federal or state grants. Others have collaborated with local social services agencies or comprehensive care centers to write grants for substance abuse prevention programs or to obtain mental health counseling for inmates in their jails. A few jails have obtained grants for training, radios, or other equipment or have received grants from the Department of Justice as part of the State's Criminal Alien Assistance Act. Some jails have tapped foundations such as the Dollar General Store foundation to pay for programs. Others have developed excellent relationships with their local churches, inter-faith counseling services, or other non-profit organizations, which often provide volunteers to teach classes on life skills to inmates. One jail offers a smoking cessation class that is provided by the county's health department.

One of the more innovative programs offered by a jail is a six-week basic computer operation class that is coordinated by HOPE, a not-for-profit-organization, which runs the program with donated older computers from a local bank. After the inmates are released from jail, they take a one-week refresher class and are then given a computer free of charge.

Another jail reported that business people in its community volunteer to teach a financial planning program that includes topics like budgeting and how to balance a checkbook.

Medical Services

In addition to the usual kinds of medical issues that are part of any residential institution, jailers reported that the health problems related to methamphetamine and other drug use among inmates are creating a huge problem in county jails. These health problems include skin sores, which cause the rapid spread of the staphylococcus infection among inmates, and a serious dental condition destroying teeth and gums caused by the use of lithium in the methamphetamine mixture.

Jails are not equipped to handle inmates with serious illnesses. Because of the high cost of medical treatment, one jailer said that the jail sometimes tries to “bond out” a county inmate who has a serious illness so that the jail is not responsible for the treatment. Again, we found significant variation across the 25 jails regarding how medical services are provided to inmates. Table 12 below summarizes our findings.

Table 12. How are medical care and services provided to state inmates in your jail?

	Number of Jails	Percent
Contract with local doctors, nurses or health providers who come to the jail from 1-3 times per week to review “medical requests”	13	52%
Contract with a provider to have medical personnel on-site most of the time	4	16%
Have medical personnel on staff	9	36%
Use a combination of medical personnel on staff and contracts with a local medical provider	1	4%

Nine (36%) jails reported that they have medical personnel (most often a nurse) on staff. A majority of the jails (52%) contract with a medical provider company to have medical personnel on-site most of the time, and some (16%) contract with local doctors, nurses or health providers who come to the jail from 1-3 times per week to review “medical requests.” One (4%) jail uses a combination of medical personnel on staff and contracts with a local medical provider.

The state pays jails an additional \$1.91 per day per state inmate to pay for routine medical costs. While the Class C & D Operations Manual specifies that “no medical reimbursements shall be charged to any prisoner that the Department of Corrections is financially responsible for housing,” more than half of the jails in our sample reported that they charge inmates a co-pay for their medical services. The amount of the co-pay ranged from \$3 to \$35, with an average of \$12. Sometimes the amount the jail charges varies according to whether the inmate sees a nurse or a doctor or if the inmate needs medication. While some jailers said they do not charge a co-pay to state inmates, others said they charge state inmates a co-pay, and county inmates have to pay the full amount. The co-pay charges are added to the inmate’s “bill” that is due when the inmate is released but are often not collected.

For medical emergencies, some jailers reported that a protocol is followed, such as a triage approach to determine the severity of the emergency. Most of the jails reported that they immediately call 911, and their local EMS or ambulance service takes the inmate to the closest

hospital, whenever a medical emergency occurs. Most deputies have been trained in CPR and other emergency procedures. One jailer said his jail has a trained EMT working on every shift.

Community Work Programs

Across the state, we found wide variation in the types of work programs that state inmates participate in. (See table 13 below). In addition, the way the work programs operate and are managed by jail staff varies significantly by county. All of the jails (100%) reported that inmates participate in trash pickup programs. Some reported that these inmates are supervised by jail staff using trucks and other equipment purchased out of jail or commissary funds, and others reported that the program is operated through the state and county road departments. In the latter case, the supervising staff has to go through training, and the jail staff monitors them and their supervision periodically. Some jails participate in the State's Litter Abatement program and receive grant funds from the state to operate the program and to pay for supervision staff.

Table 13. Jail Inmate Work Programs

	Number of Jails	Percent
Inmates participating in roadside trash pick up	25	100%
Inmates participating in park maintenance, grass mowing, or landscaping of public or non-profit property	25	100%
Inmates participating in the repair or maintenance of animal shelters, or other public or non-profit building	22	88%
Inmates participating in any other community work activities	23	92%

One significant difference in how work programs are implemented involves determining which inmates are allowed to participate. In some counties, state inmates participate fully in all work programs in the community as long as they have been assessed as a lower-level security risk. One jailer reported that he rotates the work assignments so that inmates never know where they will be going on a work detail, which reduces security risks. In some counties, state inmates are only allowed to work inside the jail, and county misdemeanor offenders are the only inmates allowed to work in the community. Some jailers (and in some cases, the county judge executive) will not allow any local inmate to work out in the community regardless of risk level or seriousness of the offense, so only inmates from other counties can participate in trash pickup or other community work programs. Some jailers reported that their community work programs are very limited because of staffing, and one stated that his county attorney requires an armed guard to be present. These differences in how work programs are implemented have an important impact on how much the jail contributes financially to the community's public works needs.

In addition to trash pickup, there are numerous other work activities that save state and county governments millions of dollars each year. Considering the work activities listed below that jail inmates across the state are performing every day, one has to wonder if overcrowded jails with their endless supply of free labor has, for some counties, become sort of an ad hoc community work program, such as the one implemented under the Roosevelt administration following the depression. Some of the work activities that jail inmates are performing for their counties on a regular basis are:

- Cemetery cleaning-related work program.

- Repairing, painting, cleaning and other maintenance of public buildings, such as the county's courthouse, firehouse; youth, senior citizen, and other community use centers, health department, extension office, park buildings, picnic and animal shelters, county storage buildings, museums and other county historical sites.
- Installing sidewalks and new lights for the city.
- Providing assistance for setting up and cleaning up after community events, festivals, parades, concerts.
- Assisting with maintaining wildlife habitats; installing fish beds in county lakes.
- Providing construction labor for building public buildings such as shelters, youth centers, jail additions, playgrounds.
- Pickup and disposal of recyclable items.
- Maintenance, repair, and cleaning of county-owned vehicles such as police cars.
- Unloading and passing out food for senior citizens.
- Assisting in the Head Start program warehouse.
- Landscaping, flower planting, and gardening on public grounds.

As one jailer put it, "If they closed this jail tomorrow, there would be a great public outcry because the people of this county have come to depend on these inmates to do so many things in this community." In contrast, one jailer commented, "If it was up to me, they'd all be out bustin' rocks all day." The counties that work closely with their local government officials and public organizations' representatives to provide supervision training for their staff to oversee these maintenance, repair, and construction work activities clearly benefit more from the work of state inmates than those that restrict community work because of understaffing and the unavailability of armed guards. One jailer reported that his jail even pays for insurance for these inmates in case they are injured on the job.

Relationship Between Jails and Their Communities

Jailers are aware of the stigma associated with jails and people who spend time in jails. Members of the general public sometimes have stereotypical images of jail inmates and have exaggerated fears about inmates working in the community or having community members volunteer to provide services to the jail. As one jailer put it, "most community members are not interested in activities or programs in the county jail until a family member is arrested and goes to jail."

The media can be a helpful resource in publicizing the contributions that inmates make to their county while they are serving their time. The jailers in our sample report that their local newspapers and radio stations cover both news stories, such as lawsuits, suicides, etc. in their jails, and also human interest stories with photos of inmates cleaning up old graveyards or installing new lights or sidewalks in the city.

Some jailers seem to have a natural talent for public relations and are more skilled than others in using the media to draw attention to community service work performed by jail inmates and needs (such as GED instructors or AA facilitators) that could be met by drawing upon community resources. These jailers go far beyond the standard monthly or quarterly reporting to their fiscal court and make a concerted effort to work with community groups to promote the jail as an important provider of community services and to educate the public about the consequences of crime and of drug use. Several jailers reported that they do public speaking at community events and civic organizations' meetings. Several mentioned that they collaborate

with their local newspaper to write articles about what is happening at the jail. At least two of the jailers reported that they have a web site with a lot of information about the jail and what is happening there. One jailer even posts the pictures of inmates on the website. Another jailer mentioned that he likes to have inmates leave orange trash bags on the roads for 2 days so people know they are working; he also has inmates participate in highly visible activities that gain public support, such as putting up flags, picking up recyclables at schools, and painting the ball park fence.

More than half of the jailers reported that they collaborate with other local community organizations to bring services or programs to their jails. Often these are churches or other civic groups such as the Lions Club, the YMCA, the county Fair Board, Senior Citizen groups, and the Disabled American Veterans organization. Some community groups work with the jails to provide gifts at Christmas for inmates and their children. In turn, these community groups sometimes ask for inmate assistance in setting up and cleaning up after community events and festivals. One community group sponsors an annual art contest that displays and auctions off the inmates' art. Proceeds go to a local battered women's shelter. A number of jailers reported that they give talks at schools to children about drugs; some take inmates to schools to talk to kids, and others offer jail tours for 5th and 6th graders on field trips. Some of the community's commercial establishments, like Wal-Mart, donate food to the jail.

Although beyond the scope of this study, one has to wonder if these interactions and reciprocal relationships between the jail and the community have some latent positive impact on reducing the stigmatizing effect of incarceration on inmates who return to the community.

Proposed Jail Compensation Incentive System

This report highlights significant differences among the state's county jails with regard to how state inmates are managed, the quality of jail management, the challenges jailers face and solutions they have developed, as well as the level of professionalism among jailers and jail staff. Although some of the detailed descriptions we have provided on these differences and types of variations may be of interest and somewhat enlightening, much of what we learned will not be news to the Department. On-site jail visits by the Commissioner and his staff to various facilities, as well as reports twice a year from the states' jail inspectors, had already noted many of the findings of this study. The purpose of this study is to systematically examine these differences across a random sample of jails to help the Department develop an incentive system for compensating jails that are doing a better job in housing state inmates. According to the KRS statutes, jails are only required to provide three meals and a 40 square-foot sleeping space, otherwise known in the field's vernacular as "three hots and a cot," as well as a certain amount of daily physical exercise. According to the Department's Class C and D Program Operations Manual, jails are expected to provide GED classes for state inmates. Beyond that, there are no clear guidelines or enforcement procedures with regard to how the state inmate program is operated in each jail or how that program is monitored and supervised by DOC. This was evident from our research—some jails clearly provide the bare minimum of services and programs for the per diem they receive from the state, while others are able to leverage the state's financial support for housing state inmates and provide additional services by using community resources to enhance the state inmate program.

It has become clear in this evaluation that before a jail can participate in a specific incentive program for state inmates, several prerequisites need to be implemented at the DOC and local levels. The clear intention of the state inmate program is to have local jails provide a level of programming for state inmates that is similar to that provided in state prisons. Further, the program is intended to allow state inmates classified as minimal custody to serve out their sentences in a local jail facility, which theoretically could provide more access to rehabilitative

community resources. In that context, this study has found that some jails with state inmates are meeting the intended objectives of the program, while others clearly are not. Therefore, our first set of recommendations relates to criteria that we believe must be met for a jail to qualify to house state inmates. Once these objectives are met, jails could become eligible to receive additional compensation through an incentive system based on performance. In the following sections, we present recommendations for the criteria that could be used for implementing such an incentive program. Finally, there are overarching considerations related to a statewide strategy for implementing the program. These include such issues as statewide inmate management, staff, resources, and DOC control over the program.

The recommendations presented below are categorized into three basic areas: (a) Minimal Jail Operations Criteria for Eligibility to Participate in the State's Class C and Class D Program; (b) Recommended Elements of an Incentive System for Additional Jail Compensation for Housing State Inmates; and (c) Additional Recommendations for Developing a Statewide Jails Strategy.

Minimal Jail Eligibility Criteria

It is apparent from our site visits to the 25 jails that some jails do not have the space and staff to adequately accommodate state inmates who are eligible to serve out their sentences in a county jail. Further, some jails that may have the space and staff for a state inmate program do not have the resources to implement the program as it was originally intended. Still other jails may have the space and resources, but their fiscal court system and/or judges may place restrictions on how the state inmate program is implemented. Consequently, the first recommendation of the study team is that the state inmate program be limited to only those jails that have demonstrated the ability to comply with the provisions of the operations manual for the Class C and Class D program. The following are recommendations for defining the minimal jail operations criteria for a jail to be eligible to have a state inmate program:

Contractual Agreement between DOC and County Jail. There should be clear evidence of the ability of the jailer to work closely with the political leadership in the community to develop cooperative relationships and gain support for the state inmate program. Both the jailer and the county judge executive should be committed to the objectives of the program and affirm the need for rehabilitative and community work programs available to state inmates in their local jail. Jails wishing to participate in the state inmate program should sign a memorandum of agreement with the DOC acknowledging their understanding of the minimal conditions and expectations spelled out in the operations manual and their agreement to comply. The agreement should be signed by the county's jailer as well as the County Judge Executive.

State Inmate Operational Requirements. Minimal requirements for programming available to state inmates need to be clearly explained, and procedures for maintaining complete documentation of inmate activities and program participation should be specified. Jails should be able to demonstrate that they can and will keep complete documentation and are able to produce regular reports on program participation, state inmate movement and transfers, and community work program participation and supervision. DOC needs to update and expand the operations manual for the state inmate program so that it clearly specifies the objectives and expectations the state has for how the program is to be implemented, including legal guidelines on inmate attendance of religious services.

Program/Classroom Space. Jails should be able to demonstrate that they have adequate space to offer educational programs such as GED, adult literacy, library services, and substance abuse prevention to all state inmates. Further, jails that also offer life skills courses and vocational programs to these inmates should be given preference for housing state inmates.

Staffing. Jails should be able to demonstrate that they have appropriate levels of qualified staff (i.e., staff to inmate ratio) to administer the state inmate program, including a designated state inmate coordinator who is responsible for maintaining records for meritorious and educational good time, monitoring inmate pay and medical care and compliance with the Operations Manual, preparing reports on inmate participation in programs, processing parole board information, and supervising state inmates in community work programs.

Resources. Jails should be able to demonstrate that they have the financial resources as well as community resources to provide qualified instructors for educational programs and other programs designed to develop life skills and address mental health issues among state inmates. There should be clear evidence of the jail's efforts to take advantage of community resources that may be available for rehabilitative activities and programs.

Housing of Females. Jails should demonstrate that they have the capacity to house female state inmates in their county. Because jails often do not have adequate space for housing females, the problem of overcrowding may disproportionately affect female inmates. Further, if one objective of the state inmate program is to allow minimum custody inmates to serve out their sentences in close proximity to their families and support networks, it is discriminatory to send female minimal custody inmates to a facility in another county that will make visitation a hardship for their families. Jails should also demonstrate that they allow eligible female inmates to participate in community work programs.

Recommended Elements of an Incentive System

The study team recommends that an incentive system should be structured so that any additional compensation is in the form of merit bonuses that are distributed to eligible jails annually based on certain jail performance outcome measures. Some elements of the incentive system could be paid out as an annual bonus based on documented quantitative outcome measures, such as the number and percentage of inmates preparing for the GED, taking practice tests, and taking the formal tests, and those receiving GED certificates, while additional one-time bonuses could be paid to the jail for accomplishing goals that clearly enhance or improve the state inmate program. Those goals eligible for bonus could be negotiated with DOC and specified in a Program Improvement Plan (PIP) that would be developed each year by the jailer and submitted to DOC for review. Jail performance assessments could be determined by compliance checks conducted during the bi-annual jail inspection process. Jail performance standards that could be included as part of an incentive system could include the following elements:

1. Completion of monthly program reports by the state inmate coordinator that include number and percentage of state inmates participating in rehabilitative and community work programs, number and percentage of state inmates completing GED, and timely processing of information requested by the parole board.
2. Assessment by the parole board on turnaround time for requesting and receiving information on inmates eligible for parole, release date, etc.
3. Orientation sessions given to state inmates that spell out expectations and incentives for program participation (e.g. rules for participation, programs available, and benefits of participation such as good time for completing GED). Inmates could sign a form saying they have received the orientation and their questions have been answered.
4. Evidence of efforts to bring in new programs such as life skills, substance abuse prevention, and treatment and vocational programs.

5. Additional one time bonus for innovative programs such as obtaining computers from local businesses for inmate training and use.
6. Additional bonus for demonstrated activities aimed at increasing the number of community volunteers to work with class D inmates.

The study team also recommends that DOC adopt the Performance Standards and Expected Practices that have been developed by the American Correctional Association for Adult Local Detention Facilities. A number of performance standards and expected practices address programs and activities designed to “help inmates successfully return to the community and reduce the negative effects of confinement.” ACA has developed outcome measures (e.g., the number of inmates who pass GED exams divided by the number who were sentenced to the jail for 6 months or more) that could be incorporated into the jail inspection system and used as a criterion for eligibility for additional compensation. (“Performance-Based Standards for Adult Local Detention Facilities – Fourth Edition” American Correctional Association, June 2004—See Appendix D for relevant sections of this document). In addition, a number of studies suggest that jails offer a valuable opportunity to reach a population of substance abusers that are often missed in community treatment and prevention programs (Krebs et al., 2003). Because corrections-based treatment has been shown to be effective (De Leon, Melnick, Thomas, Kressel, & Wexler, 2000; Person & Lipton, 1999), the study team recommends that DOC consider sponsoring substance abuse programs and treatment in high-performing jails as an additional incentive for implementing these much needed programs.

Additional Recommendations for Developing a Statewide Jails Strategy

The state inmate program for housing minimum custody state inmates in local jails was a good idea—in theory. It prevented the state from building more and expensive prisons; it allowed minimal custody inmates to serve out their sentences in their communities, creating more opportunities for them to remain integrated in their family network. However, as mentioned earlier, some counties do not have the minimal capacity and resources to operate a program for state inmates, which can result in significant and potentially troubling variations in how the program is implemented. Building more jails or expanding existing jails may be necessary given the increasing number of incarcerated felons. However, the study team believes that county governments should only take such steps after working closely with the DOC to conduct a thorough assessment of need and the potential costs and sources of revenue to adequately support a state inmate program that can be implemented according to the intended objectives.

As noted, one complicating factor that influences how the program is managed is the qualifications of the jailer, who serves as the key manager of such a program. In Kentucky, where jailers are elected, one must merely be resident of the county and at least 24 years old to run for this office. It is common knowledge across the Commonwealth that some jails are managed by extremely competent jailers whose families have been in the business for years. Other jailers come to their jobs with much less experience and/or education, and this is sometimes reflected in the management of their jails. All of these factors influence how the state inmate program is implemented and managed, and it is the opinion of this study team that a statewide jails strategy, developed and implemented under the leadership of the DOC, is desperately needed. We recommend that the following actions be taken to develop such a strategy:

Commission a one-year project to develop a statewide strategy to examine and formulate action plans for such issues as:

- Jail staff improvements, including the qualifications of Jailers and correctional staff; the need for more systematic corrections training for jail staff such as a training academy;

and differential training for urban and rural jailers. Special training in cultural sensitivity regarding gender and ethnic differences should be given high priority.

- Increasing pay for correctional officers, Hazardous Duty pensions, and other benefit improvements.
- Establishing a formalized staff training plan and formal performance evaluation procedures.
- Establishing regional jails in areas that can not support a sufficient facility to house state inmates.
- Developing possible plans for a psychiatric unit available to state inmates housed in jails or other alternatives to address the problem of jails becoming a “dumping ground” for the mentally ill.
- Improve the management of medical services and consider various options.
- Implement the state inmate program only in jails that have demonstrated the minimum capacity to implement the program according to the intended objectives.
- Develop and Implement an incentive system to reward jails with high performance outcomes and reinforce the notion that the overall objective is to keep high-performing jails full and low-performing jails empty.
- Develop a statewide strategy for state inmate program participation that includes criteria for participation in the state inmate program in terms of facilities, programs, staff, quality, and quantity.
- Address “sentencing” reimbursement policy and abolish practices that may inadvertently encourage keeping state inmates after they have been paroled.
- Review contracts and operational guidelines that other states use for housing state inmates in county jails, and incorporate elements that have proven effective in those states.
- Examine the feasibility of supporting jails for state inmates programs that are geographically placed so as to provide inmates opportunities for serving their sentences near their home communities.

As part of the statewide jails strategy study, establish a Jails Strategy Task Force that includes the best and brightest minds across the state in corrections, jails management, and other related criminal justice fields. Such a committee could ultimately become a permanent advisory group to provide information to the Kentucky legislature when they are considering creating or revising statutes that could have an impact on the operation of jails and other correctional facilities.

Other General Recommendations for DOC to Consider

The Department of Corrections could undertake a number of other actions to improve the state inmate program. The study team recommends the following actions for consideration:

- Co-author a manual with the state auditor and the Kentucky Jailers Association on uses of commissary funds so that they truly benefit inmate programs and rehabilitative services.
- Work with jailers, district judges, and circuit court judges to develop cooperative relationships and get them on board on sentencing and programs for state inmates.

- Educate jailers on how to work with their communities to provide services such as clean up and repair so that they foster more community involvement in jail activities.
- Consider offering incentives for jailers who have demonstrated high professional standards, who head well-managed jails, and who use solid business practices in their overall operation of the jail to work with other jailers to make improvements. More peer outreach to low-performing jails is needed.
- Develop mechanisms for monitoring and enforcing the policies and procedures that are specified in the Class C and D Operations Manual to ensure that jails housing state inmates are in compliance.
- Have state inspectors conduct periodic inmate surveys to assess inmates' perceptions on security issues, programs and services available, etc., and consider some a priori standards that could be part of a merit bonus incentive system.

Summary

In summary, Kentucky's jails face enormous challenges with the increasing number of inmates that result from a trend over the last decade or more toward more and longer incarceration for certain offenses. Tightening of State jail standards and requirements for the state inmate program has reduced the number of operating jails in Kentucky from 120 to 73. However, the number of inmates and the costs associated with housing them has exploded (Lawson, 2005). Further, Lawson (2005 conversation) reports that district courts have gotten tougher on pretrial release decisions and are now releasing barely more than 50% of the percentage of inmates they released in the 1980s (down from 40% to 23%). When this decline is combined with the higher number of arrests (155,000 in 1986 and 210,000 in 2003), the jails and local governments find themselves with a much bigger burden. Additionally, Lawson believes that these same courts have toughened penalties for public order crimes and have added to the burden on jails and local government for the incarceration of minor offenders. These developments are relevant to the constant demands by local authorities for more money from the state for jail operations. All of these factors have compelled county officials to lobby the Kentucky legislature for relief in the form of increased per diem for state inmates. There has been increased debate among corrections officials across the state regarding whether the state or county government should be responsible for housing costs for inmates charged with a felony prior to conviction. There has also been increasing discussion regarding the idea of the state taking over management and oversight of the county jails, which could include more consolidation of smaller counties into regional jails.

In 2005, the State legislature increased the per diem paid to county jails by \$4; however, this increase was not tied to any performance criteria whatsoever. This study confirms that in the absence of clear standards, levels of service, and program outcome measures for the jails, the state is receiving differential services for the same per diem amount paid to jails for state inmates. DOC expects that pressure from counties to increase the state's per diem amount will continue as operational costs for jails escalate further and more counties seek relief for their inadequate facilities and staffing needs. Nearly half of the jailers in our study mentioned that they need a new facility or need to expand the existing facility. Better pay and better benefits for staff was mentioned as a top concern by one-third of the jailers, and nearly as many said more training is needed. Medical care is increasingly becoming a burden for jails, and programs for inmates who are either addicted to substances or have serious mental health issues are inadequate.

An incentive system that rewards the jails that are making efforts to meet the objectives of the state inmate program and to improve or increase their programs available to state inmates

would be a step in the right direction. However, some jails do not have the capacity to adequately meet the goals of the state inmate program, and the state should develop a comprehensive strategy for assessing the capacity of full-service jails to participate fully in the program. A coordinated initiative that considers projections for the state's inmate population county by county over the next decade, as well as a strategic plan for how to best address these demands, is sorely needed. The State needs to assume a leadership role in helping counties determine whether or not it is cost-effective to expand or build a new jail and in assisting smaller counties in coordinating their efforts and pooling their resources to build regional jails. Further, the training and qualifications of jailers and their staff needs to be reviewed and revised. Consistent jail performance standards are needed and must be consistently enforced so that state inmates housed in county jails are receiving comparable programs and services and are given opportunities to improve themselves while confined.

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APPENDIX A

Contracts for Florida & Oklahoma

CONTRACT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
FRANKLIN COUNTY, BOARD OF COUNTY COMMISSIONERS

This Contract is between the Florida Department of Corrections ("Department") and Franklin County, Board of County Commissioners ("Contractor") which are the parties hereto.

WITNESSETH

Whereas, the Department is responsible for the inmates and for the operation, supervisory and protective care, custody and control of all buildings, grounds, property and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes;

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this Contract is entered into pursuant to Section 287.057 (5)(f) 13., Florida Statutes, which authorizes type of service to be procured without receipt of sealed competitive bids or competitive sealed proposals; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide bed space at the Franklin County Detention Facility for male offenders under the Department's custody.

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on July 1, 2004, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on June 30, 2005. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

B. Contract Renewal

The Department has the option to renew this Contract for two (2) additional one (1) year period(s) after the initial Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date. Each renewal year term shall be considered separate and shall require exercise of the renewal option for each year the Department chooses to renew this Contract.

II. SCOPE OF WORK

A. Contractor Responsibilities

1. Administrative Functions

- a. The Contractor shall maintain documentation to demonstrate that the Contractor is fulfilling the requirements of this Contract. This documentation shall be available to the Department for review at all times.
- b. If not already in place, the Contractor shall, within thirty days of the execution of this Contract, and prior to implementation, establish and maintain a procedure regarding approval of new or revised policies and procedures that shall be disseminated in writing, to designated staff and, when appropriate, to inmates. The Contractor shall have a policy and procedure manual, which is reviewed, updated as necessary, and approved at least annually by the jail administrator. The Contractor shall establish written policies and procedures to address inmate language or literacy problems.
- c. The Contractor shall attend and participate in meetings as required by the Department's staff to review the Contractor's technical performance under the contract. Such meetings shall be held at least semi-annually.
- d. No inmate shall have the authority to supervise other inmates, or otherwise direct or control inmate activities.
- e. Use of force shall be employed only as a last resort when it reasonably appears that alternatives are not feasible. All uses of force must be in accordance with Rule 33-602.210 of the Florida Administrative Code.
- f. The Contractor shall conduct searches of the facility and personal belongings of the inmates as needed and, at a minimum, at least once a month. The inmate may be pat searched or stripped searched for sufficient cause. All searches must be performed in accordance with Rules 33-602.204 and 33-602.203 of the Florida Administrative Code.
- g. The Contractor shall abide by all applicable rules contained in Chapter 33 of the Florida Administrative Code and all applicable Department policies and procedures, not otherwise specifically mentioned herein.
- h. When necessary, an inmate's personal property shall be taken, handled, processed and secured in accordance with Rule 33.602.201 of the Florida Administrative Code regarding inmate property.
- i. The Contractor shall use appropriate Department standardized forms as directed by the Department's Contract Manager to maintain consistency when reporting.

- j. The Contractor shall conspicuously post in the facility, a copy of all rules pertaining to inmates, or distribute such rules to each inmate upon arrival.

2. Personnel

a. Staffing

- 1) The Contractor shall maintain trained and physically able paid staff on the premises to provide twenty-four (24) hour coverage, seven (7) days a week in accordance with the following provisions:
 - a) Each floor of the detention housing facility will have a Correctional Officer or staff member present. The presence of two officers, certified in accordance with Chapter 943 of the Florida Statutes, is required when moving high risk inmates in or out of a "cell block".
 - b) The presence of a Correctional Officer is not required at all times on the second floor of two story facilities with a total authorized population of less than thirty (30), provided the officer is in aural contact with all inmates at all times or within visual contact with all inmates at least once per hour. Visual contacts shall be logged indicating the cell, date, time and the officer on duty. Staff shall be available at all times for immediate response to emergency situations. Actual population in excess of authorized capacity requires the presence of a Correctional Officer on the second floor at all times.
 - c) Correctional Officer posts shall be located in a manner that permits officers to hear and respond promptly to calls for help.
 - d) There shall be sufficient staff on duty at all times so that inmates within the detention facility will be within hearing distance of a Correctional Officer. This may be accomplished by means of electronic surveillance. Dispatchers who are not certified officers by the Criminal Justice Standards and Training Commission shall not be included as staff for the purposes of this section.
- 2) The Contractor shall maintain written job descriptions which accurately describe current duties for all positions performing services under the contract.
- 3) The staffing pattern of the facility shall concentrate staff during the periods that most inmates are at the facility.
- 4) The Contractor shall maintain a staff schedule listing the position and individual on each shift.

b. Employee Conduct

- 1) The Contractor's employees' conduct shall comply with the Florida Model Jail Standards. In addition, standards of employee conduct shall include, but not be limited to, the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a) The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- b) The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- c) The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- d) The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e) The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f) Inmates shall be precluded from any supervision or placement at a facility where pre-existing or continuous relationships exists between the inmate and the Contractor staff of the subject facility. Florida Administrative Code Rule 33-208.002 (27) stipulates that marriage between employees and inmates is not permitted. This rule will be strictly enforced.

- g) Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
 - h) The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.
- 2) The Department retains the right to reject employment of Contractor personnel whose employment could adversely affect the Department of Corrections.
 - 3) All Contractor employees will be required to sign a statement indicating that they will comply with the aforementioned standards of conduct which will be made part of their personnel file.
 - 4) No individual of minor age shall be employed by the Contractor or provide volunteer services at the Contractor's facility.
 - 5) Inmates assigned to the inmate labor program pursuant to the Interagency/Public Work Agreement shall not be permitted to perform additional work outside of the Interagency/Public Work Agreement for the Contractor except that inmates may be required to maintain their respective living areas. This includes sweeping and cleaning their immediate areas as well as recreation or day room areas, bathroom, and hallway areas. Unassigned inmates will be required to perform assigned work detail duties around the facility. Extra duty could be imposed for minor infractions and could include such things as facility or grounds maintenance, or food service preparation. The intent is that inmates will not be used in lieu of paid employees.

c. Employment of Staff

- 1. The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race,

Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

2. The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
3. No person who has been barred from any Department work release center or other facility shall provide services under this Contract at another Department contracted facility.
4. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any records of Department of Corrections' inmates sentenced to sites included under this Contract.
5. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall immediately report any new arrest, criminal charges, or convictions a current employee may incur.

3. Facility

- a. The Contractor will provide up to thirty-two (32) beds for the Department. These beds will not be used for dual contracts; these beds will be solely dedicated and reserved for the Department.
- b. The Contractor shall provide each referred inmate with the following:
 1. Living quarters in one of the Contractor's facilities to be maintained in a clean, safe and attractive condition;
 2. Bed, bedding and linens;
 3. Securable drawer space or locker space;
 4. Clothing storage area; and
 5. Toilet articles for maintenance of personal hygiene.
- c. The Contractor shall provide, maintain and operate the facility in accordance

with all applicable zoning ordinances, state and federal laws and codes, all building, sanitation, health, and fire codes, and shall maintain documentation of the foregoing.

- d. Sleeping quarters shall have lighting of at least twenty (20) foot candles in reading and grooming areas and ventilation of at least ten (10) cubic feet of outside or re-circulated filtered air per minute per occupant.
- e. At least thirty-seven and one-half (37 ½) square feet of space per occupant is required per inmate in the inmate sleeping areas.
- f. Each inmate shall be supplied with a fire retardant bed, pillow, and mattress. Mattresses and pillows may not contain polyurethane or polystyrene. Upon arrival, each inmate will be supplied with at least one set of appropriate linens or towels. The Contractor will ensure that these items are exchanged or laundered at least weekly.
- g. The facility shall have, at a minimum, one operable wash basin with hot and cold running water for every eight inmates.
- h. The facility shall have, at a minimum, one operable bathing facility with hot and cold running water for every sixteen inmates. Water temperatures shall be thermostatically controlled.
- i. The facility shall have, at a minimum, one operable toilet for every eight inmates. Urinals may be substituted for up to one-half of the toilets in inmate facilities.
- j. The facility shall be free of vermin and other pests and shall be maintained and operated in compliance with a written policy and procedure for vermin and pest control and for trash and garbage removal.
- k. The Contractor will maintain the exterior and interior of all buildings in a satisfactory state of repair and cleanliness. Sanitation and safety inspections of all internal and external areas and equipment shall be conducted by the Contractor on a weekly and monthly basis. The inspections shall be documented on the Department's report forms, Weekly Environmental Health and Safety Inspection Report (DC2-537), Monthly Environmental Health and Safety Inspection Report (DC2-540), and Monthly Fire Safety Inspection Report (DC2-571).
- l. A facility maintenance plan shall be established and shall be in effect to ensure that the facility is clean and in good repair. This shall include participation both by staff and inmates.
- m. The Contractor shall provide program space to meet requirements set forth in the Programs section of this contract. The following shall be specifically provided and maintained and shall not be modified without the approval of the Department:

1. Day room;
2. Library;
3. Visiting areas;
4. Guidance and counseling areas;
5. Outdoor recreational areas; and
6. Religious program areas.

- n. The Contractor shall ensure that there are telephone facilities on the premises which are accessible to inmates.

4. Clothing and Laundry

- a. The Contractor shall provide clothing and laundry service for inmates.
- b. The Contractor shall provide laundry equipment in the facility, or in the alternative, may propose to subcontract the laundry to an outside vendor. Refer to section VII., M., Subcontracts concerning the use of outside vendors.
- c. Inmates shall at all times wear the regulation clothing and identification card in accordance with Department policy.
- d. Health and comfort items to include soap, towels, toothbrushes, toothpaste, razors, and razor blades shall be furnished by the Contractor.

5. Safety, Sanitation and Emergency Procedures

- a. The Contractor shall have written fire and other emergency plans which are communicated to all Contractor employees and inmates and are reviewed and updated, if needed, at least annually. The Contractor shall ensure that written emergency plans are disseminated to appropriate local authorities, i.e. Sheriff, Fire Department, Civil Defense, etc. Written evacuation diagrammed plans to be used in the event of fire or major emergency shall be posted in a conspicuous place in the facility.
- b. The Contractor shall have an emergency plan in place, consistent with policy established by the Department. The Contractor shall maintain detailed emergency plans in the following areas:
 1. Assault from outside or terrorist activities;
 2. Bomb Threat;
 3. Escape;
 4. Evacuation;
 5. Fire;
 6. Hostage;
 7. Riot or Disorder;
 8. Hazardous Materials;
 9. Medical Emergencies;
 10. Employee Strike; and
 11. Natural Disaster.

- c. The Contractor shall comply with the State Uniform Fire Code and shall monitor and correct any outstanding fire safety deficiencies. The Contractor will be financially responsible for maintaining all fire protection equipment or systems and correct all code deficiencies as required to meet fire safety requirements, as cited by the State Fire Marshal and/or representatives of the Department in addition to local fire codes.
- d. Hazardous materials such as paint, adhesives, thinners, etc., shall not be stored in the building where inmates reside. The Contractor shall conduct an annual inventory of all hazardous materials and maintain Material Safety Data Sheets (MSDS).
- e. The Contractor shall arrange for inspections, certification and testing of all fire alarms and extinguishing equipment by a fire equipment representative at least semiannually.
- f. Mattresses and pillows used shall not contain polyurethane or polystyrene. Cotton mattresses treated with fire retardant materials manufactured by PRIDE are acceptable.
- g. The Contractor shall ensure that the facility and surrounding outside areas are kept in a clean and sanitary condition at all times. Hallways, stairs, and exists shall be kept clear at all times.
- h. The Contractor shall develop a fire safety evacuation plan and shall conduct and document fire drills at least quarterly on each shift.
- i. The Contractor shall ensure all Contractor personnel are trained in the implementation of written emergency plans. A review of emergency plans shall be an essential element of personnel orientation and in-service training.
- j. The Contractor shall ensure that all firearms, ammunition, chemical agents and electronic restraint devices are stored in a secure and restricted area. The Contractor shall maintain a current, documented inventory of all weaponry, firearms, ammunition, chemical agents and electronic restraint devices.

6. Programs

- a. Orientation - The Contractor shall conduct an orientation program for newly assigned inmates with the program meeting minimum standards as outlined in the Department's "Inmate Orientation Outline".
- b. Religious Services Program - The Contractor shall provide the space and coordinate all required staff for the provision of a religious program for inmates similar to the program in the Department of Corrections Chaplaincy Manual.
- c. Recreation and Leisure Time Program - The Contractor shall provide an inmate Recreation and Leisure Time Program equivalent in function to that specified in the applicable Department's policy.

- d. AA/NA Program – If an inmate was actively involved in an AA/NA program at the time of transfer to Contractor's facility, the inmate shall be provided the opportunity for continued participation.
- e. Urine Surveillance Program - Every inmate in the facility is subject to urinalysis or UA testing to deter drug use. The Contractor shall establish a urine surveillance program within the guidelines of the Department's applicable policy.
- f. Library and Law Library - The Contractor shall ensure that inmates have access to reading or library services through the local county or city library or via the purchase of periodicals. In addition, the Contractor shall ensure each inmate has adequate access to courts and to legal materials necessary for the preparation of legal documents.

7. Health Services

- a. Appointments - Inmates scheduled to see the Gulf Correctional Institution (CI) physician shall be transported by the Contractor to Franklin Work Camp (WC) at the appointed time. The vehicle and security staff accompanying the inmate for doctor's call-out shall remain to transport the inmate back to the Contractor's facility unless otherwise directed.
- b. Urgent Care that is not Life Threatening - Inmates shall be taken to Gulf CI or the nearest hospital. During normal working hours, the Contractor shall contact the nurse on duty at Franklin WC who will determine, based on the information presented, where the inmate should be taken. After hours, the nursing staff at Gulf Correctional Institution shall be contacted for guidance.
- c. Medical Emergency - Inmates shall be taken to the nearest hospital capable of addressing the emergency. Inmates admitted to local hospital facilities will be reported to Franklin WC as soon as possible.
- d. Dental Emergency - Inmates shall be transported by the Contractor to Gulf CI during normal working hours or to the nearest Emergency Room after normal working hours.
- e. Mental Health Emergency - Inmates shall be transported by the Contractor to Gulf CI or to the nearest Emergency Room. The Contractor shall contact the nurse on duty at Franklin WC who will determine, based on the information presented, where the inmate should be taken. After hours, the nursing staff at Gulf Correctional Institution shall be contacted for guidance.
- f. Inmate-Declared Emergency - Inmates shall not be denied access to health services. All inmate-declared emergencies shall be treated as an emergency and the inmate shall be transported by the Contractor to Franklin WC, Gulf CI or the nearest Emergency Room as appropriate. When possible, the Contractor shall contact the nurse on duty at Franklin WC who will determine, based on the information presented, where the inmate should be taken. After hours, the nursing staff at Gulf Correctional Institution shall be contacted for guidance.

- g. Sick Call - Sick call shall be conducted in accordance with American Correctional Association (ACA) Standard 1-HC-1A-03. The health practitioner conducting sick call shall be a registered nurse or a licensed practical nurse. Inmates who, by protocol, require physician intervention shall be referred to the Gulf CI physician servicing Franklin WC.

8. Food Service

- a. The Contractor shall provide for the feeding of the inmates either by Contractor preparation and serving at the facility, or inmate preparation under the supervision of the Contractor or through a sub-Contractor agreement with a food service provider (i.e., restaurant, caterer, etc.). Refer to section VII, M., Subcontracts concerning the use of outside vendors.
- b. The Contractor's food service activities shall comply with all sanitation and health codes enacted by the State or County Health Department of the county in which the facility is located and with the findings and requirements of any County Health Department inspections, as applicable. The facility will be inspected by a Department representative. The Contractor shall comply with any recommendations or requirements made by the Department's representative.

9. Classification Records Program

- a. A comprehensive classification program shall be provided in accordance with the Department's Classification Manual and pursuant to Department rules.
- b. Office space to conduct classification functions will be provided in the Contractor's facility.
- c. Inmates shall be eligible for and gain time shall be applied pursuant to the provisions of Rules 33-601.101 through 33-601.106, as well as, 33-603.401, 33-603.402, 33-603.409 and 33-603.410 of the Florida Administrative Code.

10. Inmate Discipline

The Contractor shall comply with the disciplinary procedures set forth in Rule 33-601.303 through 33-601.314 of the Florida Administrative Code.

11. Inmate Grievance Procedure

The Contractor shall comply with the Grievance procedure set forth in Chapter 33-103 of the Florida Administrative Code.

12. Records and Reports

- a. The Contractor shall maintain a case record for all inmates. This record shall include all significant decisions and events relating to that inmate, and, at a minimum, the following information shall be included:
 - 1. Classification and Admission Summary;

2. Photograph and ID Sheet;
 3. Approved Visitor's List; and
 4. Copy of any disciplinary action or incident report.
- b. Case records maintained by the Contractor shall be kept in locked files to minimize the possibility of theft, loss or destruction. The Contractor shall adhere to the provisions of Rule 33-601.901 of the Florida Administrative Code regarding Confidential Records.
 - c. Upon release of the inmate or transfer of the inmate to a Department institution or facility, all inmate case record files will be returned to the Department's designated facility.

13. Visitors

The Contractor shall adopt written policies stating the conditions and circumstances under which visits may be conducted, including:

- a. The regular visiting hours of the Contractor's facility;
- b. The items which visitors may take in or out of a Contractor facility and what items are contraband;
- c. What persons or groups may visit and in what numbers; and
- d. The specific standards of conduct which shall prevail during such visits.

14. Death of an Inmate

In the event of the death of an inmate, the Contractor shall immediately notify the Department's Contract Manager. All inmate deaths shall be handled in accordance with Rule 33-602.112 of the Florida Administrative Code.

15. Inmate Commissary/Canteen

Inmate Commissary/Canteen shall be operated by the Contractor pursuant to the provisions of Rule 33-203.101 of the Florida Administrative Code.

16. Release Preparation

- a. The Department shall provide a 100-hour transition program for instruction of all inmates prior to their release from incarceration and other transition assistance services as required pursuant to Rule 33-601.504 of the Florida Administrative Code and the Department's Inmate Release Assistance Procedures Manual.
- b. Each inmate referred by the Department shall remain in the Contractor's facility until return to a Department facility, release by expiration of sentence, or other post release mechanisms.

- c. The Contractor shall coordinate all releases with the designated Department facility.
- d. The Contractor will verify the correctness of each inmate's release date with the designated Department prior to each inmate release. No release of any state prisoner shall be retarded, advanced, or otherwise changed without approval of the Department or Parole Commission.

17. Contraband

The Contractor shall adhere to the provisions of Rule 33-602.203 of the Florida Administrative Code, Control of Contraband.

18. Inmate Funds

The Department is charged by law to protect all monies or property received for personal use or benefit of the inmates sentenced to its jurisdiction. This responsibility will be delegated to the Contractor when the contract with the Department is executed. Section 944.516 of the Florida Statutes and Rule 33-203.201 of the Florida Administrative Code, establish the state policy on control of inmate money and property. The Contractor shall maintain these funds separate and apart from other funds and shall abide by the provisions of these guidelines and Department policy and procedure directives 2.02.15 and 2.02.26.

19. Inmate Mail/Legal Mail

The Contractor shall comply with the provisions of Rule 33-210.101, regarding Routine Mail, Rule 33-210.102 regarding Legal Documents and Legal Mail, and Rule 33-210.103 regarding Privileged Mail, of the Florida Administrative Code.

20. Inmate Personal Grooming Standards

The Contractor shall require inmates to maintain personal grooming standards as set forth below and in accordance with Rule 33-602.101, Florida Administrative Code:

- a. Male inmates shall have their hair cut short to medium length at all times with no part of the ear or collar covered. Sideburns shall not extend beyond the bottom of the earlobes and will have straight lines with no hair at the base.
- b. All male inmates shall be clean-shaven, provided however, that an exemption from this requirement may be granted on the basis of a medical diagnosis when it is demonstrated by a physician that shaving would be detrimental to the inmate's health. Inmates granted a medical exemption from the shaving requirement may be required to keep their facial hair closely trimmed with scissors or clippers. "Closely trimmed" means trimmed so that no part of the facial hair exceeds the length prescribed by the physician as necessary to prevent the appearance or reappearance of skin disorders. If no specific length is prescribed, then facial hair shall be kept trimmed to within one-quarter inch.

- c. For security and identification purposes, inmates shall not be allowed to alter their appearance by changing the natural color of their hair. The Contractor may make an exception to this provision, on a case-by-case basis, for those inmates within one week of their release date, when the Contractor determines that the change in hair color will not constitute a threat to the security and order of the facility.

21. Supervision and Accountability of Inmates

- a. It is essential that the whereabouts of inmates be known at all times. The Contractor shall establish written policies and procedures requiring Contractor's staff to monitor movement of inmates into and out of the facility and for locating and verifying the presence of inmates at all times.
- b. If at any time, the referenced inmate cannot be located and his whereabouts are unknown to the Contractor's personnel, the Contractor's personnel shall immediately notify the Department's Contract Manager by telephone regarding absence of the inmate.
- c. Head counts, both formal and informal, will be conducted pursuant to the provisions of Department Procedure 602.006*, Count Procedure. The Contractor will ensure access to Procedure 602.006 is restricted to the Contractor's staff only.

*This procedure contains restricted information that shall not be disclosed to inmates and shall be excised or redacted if the procedure is posted or otherwise provided to inmates.

22. Escapes

When an inmate escapes or attempts to escape, the Contractor shall immediately notify the designated Department of Corrections' facility. The Contractor shall follow the provisions of Department Rules 33-603.411, and 33-602.110 of the Florida Administrative Code, and Department Procedure 602.011*, Escape and Recapture Procedures. The Contractor will ensure access to Procedure 602.011 is restricted to the Contractor's staff only.

*This Procedure contains restricted information that shall not be disclosed to inmates and shall be excised or redacted if the procedure is posted or otherwise provided to inmates.

23. Transfers

- a. The final acceptability of an inmate into the Contractor's facility will be within the discretion of the Contractor's staff after appropriate evaluation.
- b. The Contractor retains the right to remand a referred inmate to the Department at such time as the inmate is determined by the Contractor's staff to be unmanageable to the point that the inmate's conduct is detrimental to the inmate's well-being or to others in the program. If this becomes necessary, the

Department's Contract Manager will be notified and will transport the inmate to a Department facility.

B. Department Responsibilities

1. Administrative Functions

- a. The Department will not furnish services of support (e.g., support staff, office space, telephone service, secretarial, or clerical support) to the Contractor.
- b. All behavior problems, escapes, disciplinary problems, unusual problems, etc., shall be reported to the Department's Contract Manager. The Department will monitor and supervise the program to ensure quality and conformance with the guidelines set by the Department of Corrections.
- c. All non-residential programs and activities not covered specifically by this agreement will be coordinated with the Department and approved under existing or future Department rules and regulations governing these programs and activities.

2. Clothing

Inmates shall at all times wear Department issued regulation clothing and identification cards. Institutional clothing to include outer clothing, underwear, socks, and shoes shall be provided by the Department in accordance with Rule 33-602.101, Florida Administrative Code. In addition, inmates shall be furnished sufficient clothing during cold weather to ensure adequate warmth. Inmates shall be responsible for all clothing issued to them. Each inmate shall be required to make a change of outer clothing at least twice weekly.

3. Health Services

- a. Health services will be provided at Gulf CI for all inmates assigned to the Contractor's facility unless otherwise noted in Section II., 7.
- b. Routine dental and routine mental health services will be provided at Gulf CI by appointment only. Appointments will be scheduled by appropriate staff. The Department will provide the transport vehicle and security staff for transporting inmates to Gulf CI for routine dental and mental health appointments.
- c. The Department shall make specific over-the-counter (OTC) medications available for single dosing to inmates housed by the Contractor in accordance with Department of Corrections' Procedure 406.001, Provision and Use of Over-the-Counter Medications. Specific written instructions will be provided to the Contractor for the administration and control of these medications. An audit of the administration of these medications will be conducted not less than quarterly by the Department in accordance with Department of Corrections' Procedure 406.001.

- d. The Chief Health Officer, Gulf CI, is the authority for health care decisions affecting inmates at the Contractor facility.

4. Classification Records Program

Classification services will be provided by Department staff for inmates assigned to the Contractor facility. Office space to conduct classification functions will be provided in the Contractor's facility.

5. Records

Except for inmate case records maintained by the Contractor, the records of inmates housed in the Contractor's facility will be retained and maintained by the Department at a Department facility designated by the Department's Contract Manager.

6. Inmate Profile

The following is a profile of inmates to be housed at the Contractor's facility.

- a. Minimum Custody - involves those inmates who have demonstrated the degree of trustworthiness to allow them to be placed on tasks outside a secure perimeter and without constant sight and sound supervision. Such inmates will be checked on a periodic basis but will not necessarily require a staff member to be present at all times.
- b. Community Custody - having the same profile and supervision requirements as Minimum Custody, these inmates are also eligible to be placed in a community residential facility.
- c. Internal Management Level I - these inmates are classified as posing the lowest risk on an outside work assignment.
- d. Age - unrestricted, however, no inmates sentenced or classified as youthful offenders unless they have been decertified.
- e. Medical - Grades I and II.
- f. Target Population - the program targets inmates who are to be assigned to the Franklin County Recycling Plant and/or Land Fill. The Contractor shall adhere to the provisions of the existing Interagency/Public Works agreement in carrying out this inmate labor program.

7. Transfers

- a. The Department shall be solely responsible for the transportation of inmates to be housed at the Contractor's facility.

- b. Inmates will be selected for transfer to the Contractor's facility from the inmate population at a designated Department facility. The Departments' classification officials will screen appropriate inmates for transfer. The Warden shall have final approval for transfers.

8. Contract Monitoring

- a. The Department shall be responsible for monitoring the contract to ensure that the Contractor is performing satisfactorily.
- b. It shall be the responsibility of the Contract Manager to ensure the provisions of the contract are being followed and to work with the Contractor to correct deficiencies expeditiously.
- c. The Department shall utilize a contract-monitoring instrument to monitor the performance of the contract.

III. **COMPENSATION**

A. Payment

The Department will compensate the Contractor for services as specified in Section II, Scope of Work, as delineated below:

Initial Term

The Department will pay to Franklin County, Board of County Commissioners a minimum amount per month equal to \$32.00 (cost per inmate per day) multiplied by thirty-two (32) inmates (minimum reserved space) multiplied by the number of days in the billing month (i.e., for January - $\$32.00 \times 32 \times 31 = \$31,744.00$). The total contract payment amount shall not exceed \$390,400.00.

Optional Renewal Year Rates

The Department will pay to Franklin County, Board of County Commissioners a minimum amount per month equal to \$32.00 (cost per inmate per day) multiplied by thirty-two (32) inmates (minimum reserved space) multiplied by the number of days in the billing month (i.e., for January - $\$32.00 \times 32 \times 31 = \$31,744.00$). The total contract payment amount shall not exceed \$390,400.00.

B. MyFloridaMarketPlace Transaction Fee Exemption

Payments to be made under this contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032,(1)(e), Florida Administrative Code (F.A.C). A Form PUR 3777, Notice of Transaction Fee Exemption, has been filed by the Department.

C. Submission of Invoice(s)

The Contractor agrees to submit invoices monthly for compensation for services in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be reviewed and approved by the Warden and then forwarded to the Administrative Service Center's Financial Services Office R-1. The Contractor shall submit invoices pertaining to this Contract to:

Timothy Whitehead, Warden
Gulf Correctional Institution
500 Ike Steele Road
Wewahitchka, Florida 32465

D. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Franklin County, Board of County Commissioners
33 Market St., Suite 203
Apalachicola, Florida 32320
(850) 653-8861

E. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

F. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

G. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

I. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount,

to the Contractor. The interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

J. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

K. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

IV. **CONTRACT MANAGEMENT**

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Timothy Whitehead, Warden
Gulf Correctional Institution
500 Ike Steele Road
Wewahitchka, Florida 32465
(850) 639-1101 (telephone)
(850) 639-1182 (facsimile number)
whitehead.timothy@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. serve as the liaison between the Department and the Contractor;
2. verify receipt of deliverables from the Contractor;
3. monitor the Contractor's progress;
4. evaluate the Contractor's performance;
5. direct the Contract Administrator to process all amendments, renewals and terminations of this Contract;
6. review, verify, and approve invoices from the Contractor; and

7. evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Lisa M. Bassett, Chief
Bureau of Purchasing
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 488-6671 (telephone)
(850) 922-5330 (facsimile number)
bassett.lisa@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. maintain the official Contract file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain the official records of all correspondence between the Department and the Contractor.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

Bruce Varnes, Sheriff
270 State Road 65
East Point, Florida 32328
(850) 670-8500

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

V. **CONTRACT MODIFICATION**

Modifications to the provisions of this Contract, with the exception of Section IV., Contract Management, shall be valid only through execution of a formal Contract amendment.

VI. TERMINATION

A. Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act, shall be grounds for unilateral cancellation of this Contract.

VII. CONDITIONS

A. Records

1. Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

2. Audit Records

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of

the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.
- c. The Contractor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this Contract and Attachment 1, which is incorporated herein as if fully stated.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

C. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Sections 403.7065 and 287.045, Florida Statutes.

D. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Franklin County, Board of County Commissioners and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

E. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

F. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

G. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

H. Indemnification

NOTE: This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

I. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

J. Independent Contractor Status

The Contractor shall be considered an independent contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

K. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Deputy Director of Institutions. The Deputy Director of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

L. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

M. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

N. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

O. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

P. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

Q. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

R. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

S. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

T. State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department shall be on file and in good standing with the Florida Department of State.

U. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

V. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor List.

W. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

X. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

Y. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Z. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. 1320d-1329d-8), and all applicable regulations promulgated thereunder. Such compliance shall be required by execution of Attachment 2, Business Associate Agreement.

AA. Alternate State Agency Usage

As provided in Section 287.042(16)(a), F. S., other state agencies may purchase from the resulting Contract, provided that the Department of Management Services has determined that the Contract's use is cost effective and in the best interest of the state. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and Attachment 1 and 2, contain all the terms and conditions agreed upon by the parties.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
FRANKLIN COUNTY,
BOARD OF COUNTY COMMISSIONERS

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

NAME: **James V. Crosby, Jr.**

TITLE: **Secretary**
Department of Corrections

DATE: _____

SIGNED
BY: _____

NAME: **Rosa H. Carson**

TITLE: **General Counsel**
Department of Corrections

DATE: _____

ATTACHMENT #1

FINANCIAL AND COMPLIANCE AUDITS
Special Audit Requirements

The administration of resources awarded by the Department of Corrections to the Contractor may be subject to audits and/or monitoring by the Department of Corrections, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Corrections. In the event the Department of Corrections determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Contractor expends \$300,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Contract indicates Federal funds awarded through the Department of Corrections by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Corrections. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Contractor shall fulfill the requirements relative to addressee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Contractor expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).
4. The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

PART II: STATE FUNDED

This part is applicable if the Contractor is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the Contractor expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Contract indicates State financial assistance awarded through the Department of Corrections by this Contract. In determining the State financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State financial assistance received from the Department of Corrections, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as

defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Contractor expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Contractor should access the Florida Single Audit Act website located at <http://sun6.dms.state.fl.us/fsaa/catalog.htm> or the Governor's Office of Policy and Budget website located at <http://www.eog.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Banking and Finance's Website <http://www.dbf.state.fl.us/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Timothy Whitehead, Warden	Bureau of Purchasing
Florida Dept. of Corrections	Gulf Correctional Institution	Florida Dept. of Corrections
2601 Blair Stone Road	500 Ike Steele Road	2601 Blair Stone Road
Tallahassee, FL 32399-2500	Wewahatchka, Florida 32465	Tallahassee, FL 32399-2500

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Contractor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Corrections at each of the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector Gen	Timothy Whitehead, Warden	Bureau of Purchasing
Florida Dept. of Corrections	Gulf Correctional Institution	Florida Dept. of Corrections
2601 Blair Stone Road	500 Ike Steele Road	2601 Blair Stone Road
Tallahassee, FL 32399-2500	Wewahitchka, Florida 32465	Tallahassee, FL 32399-2500

3. Copies of financial reporting packages required by PART II of this Contract shall be submitted by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector Gen	Timothy Whitehead, Warden	Bureau of Purchasing
Florida Dept. of Corrections	Gulf Correctional Institution	Florida Dept. of Corrections
2601 Blair Stone Road	500 Ike Steele Road	2601 Blair Stone Road
Tallahassee, FL 32399-2500	Wewahitchka, Florida 32465	Tallahassee, FL 32399-2500

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Department of Corrections pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Contractors, when submitting financial reporting packages to the Department of Corrections for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of 7 years from the date the audit report is issued, and shall allow the Department of Corrections, or its designee, Comptroller, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Corrections, or its designee, Comptroller, or Auditor General upon request for a period of 7 years from the date the audit report is issued, unless extended in writing by the Department of Corrections.

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EXHIBIT - 1

FUNDS AWARDED TO THE CONTRACTOR PURSUANT TO THIS CONTRACT-CONSIST OF THE FOLLOWING:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<u>State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Resources Subject to Section 215.97, F.S.:</u>						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title Or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	
-------------	--

For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/catalog.html>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the Contractor is clearly indicated in the Contract.

- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
 - C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
 - D. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
 - E. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
 - F. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.
 - G. The Contractor agrees to defend and hold harmless the Department against any action or liability or damages arising out of or related to the Contractor's breach of its obligations under this agreement.
3. Obligations of Department
 - A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
 - B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's

ATTACHMENT #2

BUSINESS ASSOCIATE AGREEMENT

This Agreement supplements and is made a part of the Contract between the Florida Department of Corrections ("Department") and Franklin County, Board of County Commissioners ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI," as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.504(e).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. Confidentiality Requirements

A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.

B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:

- (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

permitted or required uses and disclosures.

- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522.

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.
- C. **Effect of Termination**
 - (1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.
 - (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

- 5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule.
- 6. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein if PHI is not returned or destroyed.

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INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF CORRECTIONS
AND
COUNTY SHERIFF/CONTRACTOR
FOR
CORRECTIONAL SERVICES in FY 2006

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INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF CORRECTIONS
AND
THE COUNTY SHERIFF/CONTRACTOR
FOR
CORRECTIONAL SERVICES in FY 2006

Whereas, the Oklahoma Department of Corrections, hereinafter referred to as the Department or the DOC, and the County Sheriff, hereinafter referred to as the Contractor, are parties to this agreement; and

Whereas, the Department and the Contractor enter into this agreement pursuant to the Interlocal Cooperation Act (74 O.S. 1008 et seq.), whereby this agreement provides for efficient use of government assets for the mutual benefit of the parties; and

Whereas, the Department has a need for inmate housing, and the Contractor currently has housing for prisoners available; and therefore, the purpose of this agreement is to enable the Department to utilize currently available county jail bed space to house prisoners sentenced to incarceration and received at the Oklahoma Department of Corrections.

Now, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

Article 1 - Definitions

Contract--means this agreement.

Contract Monitor--means the person appointed by the Department, who shall work for and be paid by the Department. The contract monitor will be the official liaison between the Department and the Contractor on all matters pertaining to the contract.

Contractor--means the entity empowered to enter into a contract for provision of correctional services in the city or county jail. This may include a sheriff, police chief, or a city/county governmental entity or trust.

Facility--means the county jail.

Host Facility--the nearest Department facility assigned by the Department to provide case management services to inmates and maintain the DOC records of the inmates assigned to the Contractor.

Inmate--shall include any person committed pursuant to applicable Oklahoma laws, and assigned to the Contractor for incarceration pursuant to this agreement.

Inmate Day--means each 24-hour period an inmate is housed in the county jail, plus the first day of incarceration but not the last.

Medical Emergency--means an illness, health condition or injury, which threatens the life or limb of an inmate.

Per Diem Rate--shall mean the charge per Inmate, per Inmate Day

Reimbursable Medical Costs--means those medical, mental health and dental costs payable in whole or part by the State of Oklahoma, as set forth herein.

State--means the state of Oklahoma Department of Corrections.

Use of Force--means force as governed by the most current Department Operations Memoranda OP-050108.

The Department of Corrections Policies and Procedures can be accessed through the Internet at www.doc.state.ok.us or by contacting the host facility.

Article 2 – Term of Agreement

Section 2.1--Term

The Term of this agreement shall commence on July 1, 2005, and end on June 30, 2006, unless otherwise agreed or extended in writing by the parties.

Section 2.2--Renewals

The Department shall have the right but not the obligation to renew this agreement for additional one-year terms, subject to the same terms and conditions contained herein. If the Department elects to renew this agreement, it will submit a renewal agreement to the Contractor at least 30 days prior to the expiration of this agreement.

Article 3 - Inmates

Section 3.1--Inmate Housing:

The Contractor agrees to provide correctional services, including housing for _____ medium and/or _____ minimum security male inmates provided space is available. The Contractor shall comply with Department policy on Inmate Housing OP-030102.

Section 3.2--Assignment of Inmates:

- A. The Department agrees to select inmates who are classified for assignment to a medium or minimum security prison according to the Department classification system. The Department of Corrections shall at all times have the legal custody of the inmates assigned to the Contractor pursuant to the terms of this agreement. The Department may not select inmates who are chronically ill, infirm, or disabled. At the time of transfer of any inmate to the Contractor, the Department will furnish to the Contractor the following:
1. Complete information and documentation relating to the prisoner's case history including a copy of the inmate Department of Corrections Consolidated Record Card (CRC), a copy of the approved visitor list, and a copy of the essential Department of Corrections medical records;
 2. A copy of applicable judicial and administrative ruling, the sentence or sentences for which the prisoner is confined; and

3. A copy of court order(s) relating or pertaining to the prisoner.
- B. The Contractor reserves the right to return an inmate.
- C. The Department host facility will retain the inmate field file and inmate medical file of the inmate assigned to the Contractor. The Department case managers will have access to any inmate assigned to the Contractor pursuant to this agreement at all times.

Section 3.3--Delivery of Inmates:

Upon execution by both parties, the Contractor will accept the inmate(s) at a place, time, and date as determined by mutual agreement.

Section 3.4--Access to Inmate Trust Funds:

The Department will provide the Contractor and inmates access to inmate trust funds credited to each inmate's account. Inmates may draw funds from their trust fund according to the Department policy and procedures. Any funds permitted to inmates by the Contractor pursuant to the Contractor's policy and procedures will be transferred to the Contractor from the inmates trust fund account upon proper authorization by the inmate (form will be provided). Inmates will not possess or have access to money in any form.

Article 4 – Operation of Facility

Section 4.1--General Duties:

The Contractor shall provide the services listed herein and shall maintain and manage the facility in compliance with 57 O.S. Sections 4, 47, 53, 74 O.S. Section 192, 74 O.S. Sections 317, the United States Constitution, the Oklahoma Constitution, court orders, State Department of Health standards for county jails, State Fire Marshal's Office standards, and current American Correctional Association Small Jail Standards listed in Appendix C. If a difference exists between the above standards and/or laws, the higher standard will be followed. The Contractor will confine the inmates sent by the Department and give them reasonable and humane care and treatment. The Contractor will not provide special privileges to the individual inmates and shall see that the sentences of the committing court are faithfully executed. The Contractor shall submit a plan to comply with any of the above listed standards or requirements 30 days after execution date of the contract to gain compliance within a time period agreed to jointly by the parties and attached to the contract (Attachment D).

Section 4.2 -- Medical/Mental Health/Dental Services:

The Contractor will provide inmates access to medical, mental health, and dental services in accordance with federal and state laws and regulations, court orders, Department medical policies and procedures, and the Oklahoma State Jail Inspection Standards, Section 8.

- A. The medical program will provide inmates with a medical screening to be performed upon admission to the facility, sick call within the facility, and access to physician services.
- B. The dental program will provide inmates access to dental services through the assigned Department host medical facility.
- C. The mental health program will provide inmates access to mental health services through the assigned Department host medical facility.
- D. The Contractor will be responsible for the delivery of all necessary health care at the jail, including the costs for over-the-counter medications, visiting nurse, and physician's care as is routinely provided for all inmates in custody. The Contractor will provide inmates with access to twenty-four (24) hour emergency medical and dental care and access to a medical practitioner within 24 hours of a sick call request. The Contractor will be responsible for the transport and security of inmates to all outside local medical appointments.
- E. The Department will be responsible for the costs of authorized medical, mental health and dental care incurred away from the jail when the delivery of services at University Hospital (UH) or Lindsay Hospital is not an option. When an inmate is to be hospitalized, scheduled for outpatient surgery, or provided care outside the jail, the Contractor will notify the Health Administrator of the Department host medical facility of the nature of the illness or medical condition, a recommended course of treatment, and the estimated costs thereof. The Department may authorize treatment locally outside the facility at the Department's expense, or, at its option, either return the inmate to the Department facility or have the inmate brought to the host medical facility by the Contractor for the required medical, mental health, or dental treatment. The payments for delivery of authorized local, private health care will occur upon submission of the billing information to the issuing Department personnel, with the authorization numbers noted on each invoice. In the absence of any emergency, the Department will not be obligated to reimburse the Contractor for the cost of such additional care or treatment undertaken without its prior authorization.
- F. When access to Lindsay Hospital or UH is an option, medical appointments will be made upon referral from the Department of Corrections host facility attending physician and upon acceptance by the hospital physicians. The specialties care at Lindsay Hospital or UH will be delivered at no cost to the Contractor. The Contractor will be required, at the Contractor's expense, to provide transportation to and from the host facility unless other agreed upon arrangements have been established. The Department will provide security for inpatient hospitalizations at University Hospitals and Lindsay Hospital.
- G. In life threatening medical emergencies only, the Contractor may make appropriate arrangements for emergency medical treatment without prior approval from the Department. The Contractor will attempt to arrange the emergency care Lindsay Hospital or University Hospital through the Department host medical unit personnel. All costs of such emergency medical care will be borne by the Department provided notification is given within 24 hours of the occurrence. Emergency transportation by air or ground ambulance will be at the

Department's expense. In the absence of a legitimate emergency or of timely notification, the Department will not be obligated to reimburse the Contractor any costs for or related to the emergency. Under no circumstance shall the Contractor allow an out of state medical transport.

- H. Security services for outpatient/diagnostic/specialty care delivered locally will be the responsibility of the Contractor. During any period the inmate is in the custody of the Contractor and is housed in a local private hospital, in a clinic, or in an emergency room, the Contractor will provide security services.
- I. Medications for DOC jail inmates must be dispensed to the inmates in unit dose form. The jail inmates will not be allowed to keep on-person any prescription medication with the exception of nitroglycerin and asthmatic inhalers.
- J. Neither the Department nor the Contractor will be responsible for health care while an inmate is on escape status nor for any injury incurred while on escape status.
- K. Medical records and x-rays will be maintained in the medical unit at the assigned Department host medical facility.
- L. In the event of death, serious illness/injury or hospitalization, the inmate's next-of-kin will be notified by the Department of Corrections host facility. Notification to the Department of an inmate death will be made immediately following the event as instructed in Operations Memorandum OP-140111, Inmate Deaths.
- M. The Contractor shall implement a medical co-pay procedure in accordance with Operations Memorandum, OP-140117, Inmate Access to Health Care, state statutes, and as approved by the Department.

Section 4.3--Food Service:

At a minimum, the food service operation shall provide a meal schedule. Special diets meeting basic nutritional requirements shall be provided for medical or religious reasons. Three meals (2 hot) shall be served at regular times during each 24-hour period with no more than 14 hours between the evening meal and breakfast. The jail dietary plan will be reviewed and approved at least annually by a certified dietician.

Section 4.4—Transportation:

Transportation of inmates to and from the contractor will be as mutually agreed to between the parties. Transportation for court appearances will be coordinated between the requesting law enforcement entity, the Department, and the Contractor as per normal operating arrangements between the parties. Inmates will be charged the costs of transportation payable to the transporting Contractor for court appearances under applicable statutes. (12 O.S. 397 and 22 O.S. 1151).

Section 4.5—Religion:

The Contractor will provide reasonable access for religious services of the inmates.

Section 4.6--Grievance Procedure:

The Contractor will provide inmates with a means to pursue grievances in accordance with the procedures of the Contractor and the Operations Memorandum OP-090124. The Department will provide appropriate forms for this purpose. On matters specific to contract jail confinement, the Contractor will be the first responder with appeals sent to the Director's designee. On Department of Corrections specific issues the grievance will be sent to the host facility as first responder.

Section 4.7--Access to Courts:

The Contractor agrees to ensure that inmates have adequate access to the courts consistent with the Department Memorandum OP-030115 and constitutional standards.

Section 4.8—Discipline:

The Contractor may impose discipline utilizing rules and procedures in accordance with the Department Memorandum OP-060125 and constitutional standards. However, nothing therein will be construed as preventing the Contractor from enacting rules and regulations which shall be binding to the inmates under the auspices of OP-060125. All inmates shall be provided with a copy of the jail rules and procedures. When rule violations are formally addressed the host facility is to receive a report outlining the violation and disciplinary action taken. The Contractor will maintain a log and will make it available to the Department to record whenever an inmate is deprived of any usually authorized item or activity. The facility will provide complete, accurate, and detailed reports to the host facility within seven (7) working days of the finalized disciplinary action.

Section 4.9--Earned Credits:

The Contractor shall provide information to the Department for the purposes of award or forfeiture of earned credits. The final decision on awarding or forfeiture of earned credits rests with the Department, although the Contractor shall be responsible for providing information as to performance and behavior of inmates.

Section 4.10--Sentence Computation:

The Department will furnish release dates to the Contractor at least 24 hours prior to date of discharge and immediately upon receipt of notice of a parole by the Governor.

Section 4.11--Records and Reports:

The Contractor shall maintain inmate records in accordance with Department record keeping practices and shall adhere to federal and state laws governing confidentiality. The Department will provide

training and examples of forms. Upon request, all records, reports, logs, and documents will be made available immediately to the contract monitor for review. Upon termination of confinement at the county jail, the Contractor will forward a complete copy of the inmate's record to the Department. See the Protected Health Information section Appendix D at the end of the contract.

Section 4.12--Conditions of Confinement Provided by the Contractor:

- A. Inmates shall be given the opportunity to shower and shave at least three times per week.
- B. Inmates should be allowed to have visitors according to the Department Memorandum OP-030118 Visitation unless there is substantial and documented reason for withholding visiting privileges. Visiting policies and practice enable inmates to continue ties with family.
- C. Inmates are to be protected from personal abuse, corporal punishment, personal injury, property damage, and harassment.
- D. Inmates are provided four (4) sets of underclothing, to include socks, two sets of outer clothing, and one set of footwear. The Contractor, upon transfer of the inmate from the facility, will retain these issued items. Clothing will conform to Department of Corrections guidelines and will not be degrading.
- E. At a minimum, inmates are provided with a bunk above the floor, a mattress, a pillow, sheets, pillowcase, blanket, and towels. Laundering of clothing and bedding is provided weekly.
- F. Clothing, linen, and mattress are cleaned and disinfected before they are issued to another inmate.
- G. Indigent inmates, when identified by the host facility, will be issued on a weekly basis articles necessary for maintaining proper hygiene to include deodorant, comb, soap, toothpaste, and toothbrush as well as four sheets of writing paper, two envelopes and two postage stamps at the Contractor's expense. Hygiene items are provided to inmates for their personal use through the commissary or through indigent procedures. The Department of Corrections indigent guidelines apply. The Contractor will keep records to indicate the date and quantities of supplies that have been provided to each inmate.
- H. Inmates are to have access to telephones in accordance with the Department of Corrections policy. Telecommunication costs for inmate phone calls shall be comparable to those in Department of Corrections operated facilities. However, in no event shall inmates or the recipients of their call, be required to pay more than inmates assigned to Department operated facilities. Inmates are allowed correspondence and mail delivery services in accordance with Department of Corrections policy.
- I. Inmates shall be provided at least one hour of exercise outside their cell seven (7) days per week (outdoor recreation or inside recreation during inclement weather).

- J. State inmates may be allowed to work inside the secure area with the approval of the Department of Corrections. Any inmate work assignments outside the secure perimeter must be approved by the host facility. Direct supervision of all participating inmates is required. Direct supervision shall be defined as within sight of staff. Staff members include: contract jail staff, Department of Corrections trained PPWP supervisors, and Department of Corrections approved volunteers. No medium security inmate will work outside the confines of the jail. Furthermore, all work performed inside the jail by medium security inmates must be approved by the warden of the host facility.
- K. The facility provides access for inmates to a commissary comparable in goods and prices to those of Department of Corrections facilities.
- L. Provisions must be made for the inmate to be housed in an area that does not exceed Office of the State Fire Marshal capacity; to receive (one) 1 hour per day of exercise according to subsection I above; to have access to natural light; to have fresh air ventilation; to be housed separately from county inmates except as agreed to by the parties.
- M. The inmate will be allowed to participate in self-help/rehabilitative programs and/or work programs.

Section 4.13--Return of Inmates:

- A. Upon demand by the Department, the Contractor will surrender the custody of an inmate to the Department.
- B. Upon request by the Contractor, the Department will retake any inmate within five working days of receiving the request, unless the parties agree to a different deadline.
- C. Inmates assigned to a contract county jail may, or at the Department's determination, be 'rotated' or moved back to a correctional facility. Normally this will be done after a six (6) month placement period in a contract jail.

Section 4.14--Inspections:

The contract monitor and other employees designated by the Department may inspect the county jail at all reasonable times to determine if it maintains standards of care and discipline consistent with those of the Department; that all inmates therein are treated equitably regardless of race, religion, color, creed, or national origin; and that all other terms of this contract are followed. The Department may, at all reasonable times, investigate in person or by record review all incidents or reported conditions of confinement involving Department inmates. The Contractor agrees to cooperate fully with all such investigations.

Section 4.15--Escapes:

In case of an escape from the county jail, the Contractor will immediately report the escape to the host facility and the contract monitor, Private Prison Administration unit. The Contractor will use all reasonable means to recapture the inmate at its expense. If an inmate escapes from the county and is found in a state outside of Oklahoma, the Department is responsible for extraditing the inmate. Transportation for the return of the inmate will be at the Contractor's expense.

Section 4.16--Use of Force: Notification:

The Contractor will comply with the Department policy regarding use of force and serious incidents to include notification of the host facility and the contract monitor, Private Prison Administration unit, of all serious incidents and uses of force reported at the jail facility. The Contractor will notify the host facility immediately by telephone of all serious incidents and will fax copies of all serious incident reports prepared within 24 hours.

Section 4.17--Inmate Personal Property

The Contractor will comply with the Department of Corrections OP 030120 Inmate Property. The Contractor will provide for the secure storage of inmate property. Inmates will utilize the grievance process to seek reimbursement of lost or damaged property caused by the jail facility. The Contractor will be responsible for inmate property stored by the Contractor and will bear the replacement cost on loss or damages according to Department of Corrections policy.

Section 4.18-- Urinalysis Testing:

Five percent (5%) of the contract inmates are randomly tested for drug use each month according to Department policy. The host facility will provide testing supplies during this contract term. This does not prevent the Contractor from conducting additional drug testing using Department of Corrections approved equipment and techniques.

Prior to conducting any test, the Contractor will send personnel to the Department of Corrections for training regarding approved urinalysis testing. Contractor personnel shall conduct the urinalysis tests and document completion in the manner prescribed in the Department of Corrections policy. The documentation shall be provided to the Host Facility within the time frame specified in Department of Corrections policy.

Article 5 – Employees

Section 5.1--Contractor Employee:

The Contractor, its agents, and employees will not be considered employees of the Department nor of the state of Oklahoma, neither will employees or agents of the Department be considered employees of the county or Contractor. The Contractor will be considered an independent Contractor at all times.

Section 5.2—Personnel:

The Contractor shall provide qualified personnel to deliver 24-hour care and supervision to inmates, including administrative and support service personnel, for the overall operation of the jail according to standards.

Sections 5.3 Training Agreement:

- A. The department will provide the training for the Contractor to train jailers in 120 hours of detention officers training (at a minimum). This training covers the following areas:
1. Security Procedures
 2. Supervision of Offenders
 3. Signs of Suicide
 4. Suicide Precaution
 5. Use of Force Regulations and Tactics
 6. Report Writing
 7. Offenders Rules and Regulations
 8. Rights and Responsibilities of Offenders
 9. Fire and Emergency Procedures
 10. Life Safety Training
 11. Safety Procedures
 12. Key Control
 13. Interpersonal Relations
 14. Social/Cultural Lifestyles of the Offender Population
 15. Communication Skills
 16. Counseling Techniques
 17. Cultural Diversity
 18. Mental Health
 19. Blood Borne Pathogens
- B. The Contractor will have two years, from the original date of the initial contract, to complete the personnel training and one year from the date of hire for new personnel to be trained. The Contractor must show due diligence that they are in compliance with Department of Corrections standards and personnel will be sent to training when it is available.
- C. The Department of Corrections will provide each Contractor with a copy of the course materials needed for the Contractor to provide the required 120 hour detention officer training program to their personnel. The Contractor's training officers will complete the C.L.E.E.T. Basic Instructor Development Course or the Department of Corrections Training for Trainers course prior to instructing the detention officer classes.
- D. Personnel will be required to test at the end of each block and must pass all tests with a score 70% or higher. All required testing must be conducted and documented according to the testing protocol provided by Department of Corrections.

- E. Any trainee who does not pass the first test will have the opportunity to restudy and retest a second time within 30 days. After retaking the test, if the trainee does not pass, then the Contractor must re-evaluate the trainee for suitability for continued employment.
- F. The Contractor will keep a copy of the class roster including test scores. All other testing materials will be returned to the Department of Corrections Training Academy. A completion certificate will be prepared by the training academy and returned to the Contractor for each participant completing the program.

Article 6 – Compensation and Adjustments

Section 6.1--Management Payment:

This contract is for an indefinite number of inmates and days. The Department of Corrections makes no representations or guarantee that the Contractor will house any number of inmates for any amount of time. Department shall pay to the Contractor the following:

- A. The sum of \$31 per inmate day, according to the agreement between the Contractor and the Department of Corrections; and
- B. Any other costs that are reimbursable to the county under this contract, to include expanded services as agreed upon by the parties.
- C. The Department of Corrections payment for the contract jail program shall not be used to supplant normal county funding of Contractor's office operations.
- D. Inmate payroll funds are included in the per diem payment to the Contractor, to be paid by the Contractor to inmates that are eligible for pay according to OP-060107.
- E. The State will not pay for any unused beds.

Section 6.2—Billings:

The Contractor shall submit to the Department a monthly statement for the number of inmates assigned and for other expenses incurred that are the responsibility of the Department.

Section 6.3--Billing Disputes:

If the amount to be paid to the Contractor is disputed by the Department, then the Department shall advise the Contractor of the basis for the dispute. If the parties cannot resolve the dispute within 60 days of such notification, either party may initiate dispute proceedings as provided herein.

Article 7 – Liquidated Damages Non-Performance Penalties

In the event of non-compliance by the Contractor, the State may withhold as liquidated damages the amounts designated in Attachment B from any amounts owed to the Contractor. The parties agree that due to the complicated nature of the Contractor's obligations under this contract it would be difficult to specifically designate a monetary amount for the breach by the Contractor designated in Attachment B as said amounts are likely to be uncertain and not easily proven.

- A. The State shall notify the Contractor in writing of the breach and afford 30 days time to cure the breach unless the matter is so serious that immediate correction is needed or unless a longer time period is mutually agreed upon.
- B. The State shall notify the Contractor in writing of the amounts to be withheld as liquidated damages.
- C. Liquidated damages shall be assessed for each day the breach remains uncured.
- D. The State is not obligated to assess liquidated damages before availing itself of any other remedy.
- E. The State may choose to discontinue liquidated damages and avail itself of any other remedy available under this contract or at law or in equity.

Article 8 – Indemnification and Insurance

Section 8.1--Indemnification by Contractor:

- A. The Contractor may not and does not indemnify the Department, its officers, agents, and employees for any acts they may have committed in carrying out this contract. To the extent permitted by law, the Contractor will hold harmless the Department, its officers, agents and employees for any claim, injury, or other liability or damage to property or person arising out of any acts or omissions on the part of the Contractor, Contractor's employees, officers, deputies or other agents regarding the execution and implementation of this contract.
- B. The Contractor shall defend in any action at law for and against:
 - 1. Any claims or losses to any person injured or property damaged from the acts or omissions of the Contractor, its officers, agents, or employees in the performance of the contract;
 - 2. Any failure by the Contractor, its officers, agents, or employees to observe the constitution or laws of the United States and the state of Oklahoma; and
- C. In case any action or proceeding is brought against the Department and the Contractor conjointly by reason of any such claim, the Contractor will not enter into any settlement contract with respect to any claim, which may affect the Department, without first obtaining approval of the Department.

Section 8.2--Indemnification by Department:

- A. The Department may not and does not indemnify the Contractor, its officers, agents, and employees for any acts they may commit in carrying out this contract. To the extent permitted by law, the Department will hold harmless the Contractor, Contractor's employees, officers, deputies, or other agents for any claim, injury or other liability or damage to property or person arising out of any acts or omissions on the part of Department's employees, officers, or other agents regarding the execution and implementation of this contract.
- B. The Department shall defend in any action at law for and against:
 - 1. Any claims or losses to any person injured or property damaged from the acts or omissions of the Department, its officers, agents, or employees in the performance of the contract;
 - 2. Any failure by the Department, its officers, agents, or employees to observe the constitution or laws of the United States and the state of Oklahoma;
 - 3. Any action involving the authority of the Department to execute this contract.
- C. In case any action or proceeding is brought against the Department and the Contractor conjointly by reason of any such claim, the Department will not enter into any settlement contract with respect to any claim which may affect the Contractor without first obtaining approval of the Contractor.

Section 8.3--Defense/Immunity:

By entering into the contract, the Department does not waive any defenses or immunity, nor does the Contractor waive any defenses or immunity that may be extended to it by operation of law including 51 O.S. 151 et seq., and including any limitation on the amount of damages.

Section 8.4--Notice of Claims:

Within five working days after receipt of summons and petition/complaint by the Department, the Department shall notify the Contractor in writing of the commencement thereof. The notice requirement is intended to ensure that the Contractor's defense of the claim is not harmed by failure to comply with the notice requirements. The Contractor will provide the Department similar notice of claims received by the Contractor.

Section 8.5--Legal Costs:

All costs, reasonable attorney's fees, expenses, and liabilities incurred in defending any such claim, action, or proceeding brought by an inmate shall be the responsibility of each party and neither party shall be responsible for the costs of the other.

Article 9 - Termination

Section 9.1--Termination Due to Unavailability of Funds:

The payment of money by the Department under any provisions hereto is contingent upon the availability of appropriated funds to pay the sums pursuant to this contract. In the event funds for this contract become unavailable, the Department shall have the right to terminate this contract without penalty, except for services already provided.

Section 9.2—Termination:

The parties agree that either party may terminate this agreement for any reason upon 30 days written notice to the other party. The Contractor may terminate this agreement if the facility no longer has space available to house inmates from the Department.

Article 10 – Miscellaneous

Section 10.1--Equal Employment Opportunity and Affirmative Action:

The parties ascribe to principles of equal employment opportunity and affirmative action. Through this agreement, the parties reaffirm the policies set forth in their respective statutes and policies. However, in mutual recognition of the sovereignty of each, each party is responsible for its actions only with respect to its own applicable statutes and policies, as the case may be.

Section 10.2--Invalidity and Severability:

In the event that any provision of this contract shall be held to be invalid, such provision shall be null and void. The validity of the remaining provisions of the contract shall not in any way be affected thereby.

Section 10.3—Interpretation:

The headings contained in the contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

Section 10.4—Venue:

The contract shall be interpreted by the laws of the state of Oklahoma with Oklahoma County being the sole venue in accordance with 12 O.S. 133 in the event any action is filed to enforce or interpret provisions of this contract.

Section 10.5—Amendment:

This contract shall not be altered, extended, or amended except by mutual consent of the parties in writing.

Section 10.6--Scope of Agreement:

This contract incorporates all the agreement, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreement, and understandings have been merged into this written contract. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

Section 10.7--Existing Agreements:

Nothing in this contract abrogates or impairs any other agreement for the confinement, rehabilitation, or treatment of prisoners now in effect between the parties.

Section 10.8--Internal Relations:

Nothing in this contract affects the internal relations of the parties and their respective others, departments, agencies or subdivisions. Nor shall the execution or terms of this contract affect any on-going litigation between the parties.

Section 10.9--Third Party Rights:

The provisions of this contract are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person.

Section 10.10--Notices:

Addresses--All notices, reports, billings, and correspondence will be sent to:

A. Department: Billings to:

Warden

(Mailing Address)

(City, State, ZipCode)

All other notices to:

Dennis Cunningham, Administrator
Private Prison Administration

2901 Classen, Suite 200
Oklahoma City, Oklahoma 73106

Contractor:

County Sheriff's Office

(City, State, Zip Code)

C. All notices shall be sent by certified mail, return receipt requested.

Section 10.11--Host Facility:

The host facility for this contract is:

Section 10.12--Assignment:

The parties agree that the rights and responsibilities of this agreement are not assignable to any other party.

DATE OF EXECUTION: _____

For The DEPARTMENT

For The COUNTY

Ron J. Ward, Director
Oklahoma Department of Corrections

Contractor

Approved as to Form:

Richard Kirby, General Counsel

Chair, County Commissioners

Sheriff

Notification by Contract Administration to:

Regional/Division Offices

Host Facility
Medical Services

APPENDIX A
DEPARTMENT & DIVISION POLICIES AND DIRECTIVES APPLICABLE TO
CONTRACTORS

OP-020108	Information Requests and Release of Information from Agency Records
OP-020307	Sex Offender Registration
OP-020401	Internal Audit Process
OP-020504	Director's Monthly Report to the Board of Corrections
OP-021501	Procedures for Regulating Research
OP-030101	Unit Management Overview and Major Objectives
OP-030102	Inmate Housing
OP-030103	Inmate Job and Program Assignments
OP-030106	Recreation Activity Programs
OP-030112	Religious Programs
OP-030115	Access to Courts/Law Library
OP-030116	Inmate Libraries
OP-030117	Correspondence, Publications, and Audio/Video Media Guidelines
OP-030118	Visitation
OP-030119	Inmate Telephone Privileges
OP-030120	Inmate Property
OP-030122	Inmate Authority Over Other Inmates
OP-030123	Inmate Rights and Responsibilities
OP-030134	Chemical Abuse Testing
OP-030501	Personal Hygiene and Appearance Code
OP-031001	Inmate Escorted Leave/Activities
OP-032001	Selection and Supervision of Inmates to Armed Work Crews
OP-040101	Facility Security Standards
OP-040102	Facility Post Orders
OP-040103	Standards for Maintaining Permanent Logs
OP-040104	Inspection of Security Devices
OP-040105	Key and Lock Control Standards
OP-040107	Tool Control Standards
OP-040108	Standards for the Control and Use of Flammable, Toxic, and Caustic Substances
OP-040109	Control of Contraband and Physical Evidence
OP-040117	Investigations
OP-040110	Search and Seizure Standards
OP-040111	Transportation of Inmates
OP-040114	Security of Inmates in Non-Prison Hospitals
OP-040204	Segregation Measures
OP-040401	Transportation of Inmates by Central Operations Transportation Unit (CTU)
OP-050103	Escape Notification Procedures
OP-050104	Emergency Procedures for Utility Failures
OP-050108	Use of Force Standards and Reportable Incidents
SOP-05-102.3	Corrections Emergency Response Team (CERT)
SOP-05-102.4	Corrections Emergency Response Team (CERT) Training Standards
OP-060101	Overview of Case Management
OP-060103 F	Female Custody Assessment Procedures
OP-060103 M	Male Custody Assessment Procedures
1/21/01	Exception Memo
OP-060104	Community Corrections Assessment
OP-060106	Special Inmate Management System (SIMS)
OP-060107	Systems of Incarceration
OP-060125	Department Inmate Disciplinary Procedures
OP-060203	Adjustment Review

OP-060204	Inmate Transfers
OP-060205	Parole Process Procedures
OP-060206	Corrections Compact Transfers
OP-060211	Inmate Sentence Administration
OP-060212	Maintenance and Access of Offender Records
OP-070201	Food Service Inspection Standards
OP-070202	Food Preparation, Service, and Delivery
OP-070203	Food Service Management
OP-080201	Private Sector Correctional Industry Standards
OP-090101	Standards for Inmate Programs
OP-090106	Prisoner Public Work Contracts and Assignment of Inmates to Public Works Programs
OP-090107	Education
OP-090109	Contract County Jail Program
OP-090124	Inmate/Offender Grievance Process
OP-090128	Inmate Marriages
OP-090129	Re-Entry Process and Aftercare
OP-090131	Offender Financial Responsibility Program
OP-090136	Cognitive Behavioral Programs
OP-090211	Volunteer Program
OP-090215	Victim Services
OP-090501	Female Offender Management
OP-110215	Rules Concerning Individual Conduct of Employees
OP-110701	Sexual Misconduct With Offenders
OP-120202	Inmate Pay Programs
OP-120230	Inmate Trust Funds
OP-130106	Environmental Health, Safety and Sanitation Inspections
OP-130107	Standards for Inspections
SOP 14-125.1	Bloodborne Pathogen Exposure Management
OP-150201	Minimum Standards for Construction of Prison Facilities
OP-150601	Tobacco Free Workplace
Section 140000	All of Health Services Section

APPENDIX B

LIQUIDATED DAMAGES

Liquidated damages for each day of a breach will be calculated as follows:

$$V \times B \times \$1.25 \text{ when}$$

V = Relative value of Service Area

B = Relative value of the Breach

Service Area 1: Value = 5: Security and Control, ACA Accreditation, Health Services, Use of Force, Escapes, Contract Monitoring,

Contractor Breach	B
Failure to Provide Service	5
Failure to Document	2
Failure to Report	2
Failure to Comply with Other Applicable Requirements	5

Service Area 2: Value = 4: Sanitation and Hygiene, Food Service, Mail, Religion, Access to Court, Inmate Discipline, Grievance, Visitation, Records and Reports, Employee Qualifications & Training

Contractor Breach	B
Failure to Provide Service	4
Failure to Document	2
Failure to Report	2
Failure to Comply with Other Applicable Requirements	4

APPENDIX B (continued)

Service Area 3: Value = 3: Operating Standards, Transportation, Maintenance, Repairs and Replacements, Inmate Work, Academic & Vocational Training, Sentence Computation Data, Classification & Case Management, Commissary, Policies/Procedures/Post Orders, Inmate Management Fund/Bank Accounts

Contractor Breach	B
Failure to Provide Service	3
Failure to Document	1
Failure to Report	1
Failure to Comply with Other Applicable Requirements	3

Service Area 4: Value = 2: Laundry and Inmate Clothing, Telecommunications, Supplies/Perishables, Recreation

Contractor Breach	B
Failure to Provide Service	3
Failure to Document	1
Failure to Report	1
Failure to Comply with Other Applicable Requirements	3

Liquidated damages are calculated per breach, not per inmate, based on the formula included in Attachment B. The most serious breach is calculated as follows: 5 x 5 x \$1.25 for a maximum rounded value of \$31.00 per day.

APPENDIX C

ACA STANDARDS FOR COUNTY OR CITY JAIL FACILITIES

March 12, 1999 updated 9-7-99

Training

SJ-028 Written policy, procedure, and practice provide that all new correctional officers receive an added 120 hours of training during their first year of employment and an added 40 hours of training each subsequent year of employment. At a minimum, this training covers the following areas:

1. Security Procedures
2. Supervision of Offenders
3. Signs of Suicide Risk
4. Suicide Precautions
5. Use of Force Regulations and Tactics
6. Report Writing
7. Offender Rules and Regulations
8. Rights and Responsibilities of Offenders
9. Fire and Emergency Procedures
10. Life Safety Training
11. Safety Procedures
12. Key Control
13. Interpersonal Relations
14. Social/Cultural Lifestyles of the Offender Population
15. Communication Skills
16. First Aid/CPR
17. Counseling Techniques
18. Cultural Diversity
19. Blood Borne Pathogens
20. Mental Health

Physical Plant

SJ-047 In general population housing, each room or cell has, at a minimum, the following facilities and conditions:

1. Sanitation facilities, including access to a toilet above floor level that is available for use without staff assistance twenty-four hours a day and a wash basin with hot and cold running water.
2. A bed above floor level, desk or writing space, hooks or closet space, chair or stool.
3. Natural light.
4. Documentation by an independent, qualified source that lighting is at least twenty foot-candle at desk level and in the personal grooming areas.

5. Circulation of at least ten cubic feet of outside or recirculated filtered air per minute per human occupant.
6. Temperatures appropriate to the summer and winter comfort zones.
7. Noise levels not exceeding seventy decibels in daytime and forty-five decibels at night.

SJ-048 Where used, multiple occupancy rooms house no less than four and no more than eight inmates each who are screened prior to admission for suitability to group living. The rooms provide

1. Continuing observation by staff
2. A minimum floor area of fifty feet per occupant in the sleeping area and a clear floor-to-ceiling height of not less than eight feet
3. Toilet and shower facilities
4. One operable wash basin with hot and cold running water for every four occupants
5. Natural light
6. Beds above floor level
7. A locker or container for each occupant's belongings
8. Documentation by an independent qualified source that lighting is at least twenty foot-candle at desk level and in the personal grooming area.
9. Circulation is at least ten cubic feet of outside or recirculated filtered air per occupant.
10. Temperatures are appropriate to the summer and winter comfort zones.

SJ-048-1 Inmates have access to operable showers with temperature-controlled hot and cold running water, at a minimum ratio of one shower for every eight inmates, unless local building health codes specify a different ratio. Water for showers is thermostatically controlled to temperatures ranging from 100 degrees Fahrenheit to 120 degrees Fahrenheit to ensure the safety of inmates and promote hygienic practices.

SJ-052 When both males and females are housed in the same facility, they are provided separate sleeping and dayroom quarters that are visually separated.

SJ-054 The facility has exits that are properly positioned, clear, and distinctly and permanently marked in order to ensure the timely evacuation of inmates and staff in the event of fire or other emergency. All housing areas and places of assembly for fifty or more persons have two exits.

SJ-055 The facility perimeter is secure in a way that provides that inmates remain within the perimeter and that access by the general public is denied without proper authorization.

SJ-057 There are security doors between inmate areas and areas providing access to the public.

SJ-059 There is a separate dayroom leisure-time space for each cellblock or detention room cluster.

SJ-060 When the facility provides for food preparation, it has adequate space for food processing, storage, and refrigeration. The square footage of the kitchen floor space is appropriate to the needs of the facility.

SJ-061 The facility provides space for religious services, educational programs, and visiting.

SJ-064 There is a written plan for preventive maintenance of the physical plant.

SJ-065 The institution conforms to applicable federal, state and local building codes.

SJ-066 There is documentation by an independent, qualified source that the interior finishing materials in the inmate living areas, the exit areas, and the places of public assembly are in accordance with National Fire Safety Codes.

SJ-071 Indoor or outdoor exercise areas provide a minimum of fifteen square feet per inmate.

Safety and Emergency Procedures

SJ-072 MANDATORY There is documentation by an independent, qualified source that the facility complies with applicable fire safety code(s).

SJ-073 MANDATORY Written policy, procedure, and practice provide for a qualified fire and safety officer to perform a comprehensive and thorough monthly inspection of the institution for compliance with safety and fire prevention standards and for an annual review of this policy and procedure. There is a fire and safety inspection of the institution at least weekly by a qualified departmental staff member.

SJ-074 Written policy and procedure specify the facility's fire prevention regulations and practices to ensure the safety of staff, inmates, and visitors. These include, but are not limited to:

1. Provision for an adequate fire protection service
2. A system of fire inspection and testing of equipment at least quarterly
3. An annual inspection by local or state fire officials or other qualified person(s)
4. Availability of fire hoses or extinguishers at appropriate locations throughout the facility

SJ-075 MANDATORY The facility has access to equipment necessary to maintain essential lights, power, and communications in an emergency.

SJ-076 MANDATORY The facility has a written evacuation plan prepared in case of fire or major emergency that is certified by an independent, outside inspector trained in the application of fire safety codes. The plan is reviewed with the local fire jurisdiction annually, updated if necessary, and reissued. The plan includes

1. Location of building/room floor plans
2. Use of exit signs and directional arrows for traffic flow

3. Location of publicly posted plan
4. At least quarterly drills in all facility locations
5. Staff drills even when evacuation of extremely dangerous inmates may not be included.

SJ-077 All facility personnel are trained in the implementation of written emergency plans.

SJ-078 Written policy and procedure govern the storage and use of all flammable, toxic, and caustic materials in accordance with all applicable laws and regulations of governing jurisdictions.

Security and Control

SJ-079 Written policy and procedure for security and control, including procedures for emergencies, are contained in a manual that is available to all staff and is reviewed annually and updated as needed.

SJ-080 The facility maintains a control center.

SJ-084 Staff are provided for full coverage of designated security posts, full surveillance of inmates, and to perform all ancillary functions.

SJ-088 Written policy and procedure require the facility administrator or designee to inspect all security facilities, living and activity areas and devices at least weekly and initiate corrective action if needed.

SJ-089 The facility has a system to physically count inmates that includes strict accountability for inmates assigned to work and educational release, furloughs, and other approved temporary absences.

SJ-090 Written policy, procedure, and practice provide for searches of facilities and inmates to control contraband and to provide for its disposition. When a new crime is suspected, all evidence is maintained and made available to the appropriate authorities.

SJ-090-1 Written policy, procedures, and practice provide for the preservation, control, and disposition of all physical evidence obtained in connection with a violation of law and/or institutional regulation. At a minimum, the procedures shall address the following:

1. Chain of custody
2. Evidence handling
3. Location and storage requirements

SJ-092 Written policy and procedure govern the availability, control, and use of firearms, ammunition, chemical agents, and related security devices and require that sufficient security equipment is available to meet facility needs.

SJ-093 Written policy, procedure, and practice provide that firearms, ammunition, chemical agents, and related security equipment are stored in a secure but readily accessible depository located outside inmate housing and activity areas and inventoried at least monthly to determine their condition and expiration dates.

SJ-094 MANDATORY Written policy and procedure govern the use of firearms and include the following requirements:

1. Weapons are subjected to stringent safety regulations and inspection.
2. A secure weapons locker is located outside the security perimeter of the facility.
3. Except in emergency situation, firearms and weapons such as nightsticks are permitted only in designated areas to which inmates have no access.
4. Employees are instructed to use deadly force only after other actions have been tried and found ineffective, unless the employee believes that a person's life is immediately threatened.
4. Employees on duty only use firearms or other security equipment that has been issued through the facility and only when directed by or authorized by the facility administrator.

SJ-098 Written policy and procedure govern the control and use of keys, tools, and culinary and medical equipment.

SJ-099 There are written orders for every custodial post that are reviewed annually and updated if necessary. Personnel must read, sign, and date the appropriate post orders each time they assume a new post.

SJ-100 Written policy and procedure regarding escape are available to all personnel, reviewed at least annually, and updated if necessary.

SJ-101 MANDATORY There are written plans that specify procedures to be followed in situations including, but not limited to, riots, hunger strikes, disturbances, and taking of hostages. These plans are made available to applicable personnel and reviewed and updated at least annually.

SJ-104 MANDATORY Written policy, procedure, and practice restrict the use of physical force to instances of justifiable self-defense, protection of others, protection of property, and prevention of escapes. Physical force should be used only when it is necessary to control inmates and in accordance with appropriate statutory authority. In no event is physical force justifiable as punishment. A written report is prepared following all uses of force and is submitted to the facility administrator.

SJ-105-1 MANDATORY Written policy, procedure, and practice provide that when an offender is placed in a four/five-point restraint (arms, head and legs secured), advance approval must be obtained from the facility administrator or designee. Subsequently, the health authority or designee must be notified to assess the inmate's medical and mental health condition, and to advise whether, on the basis of serious danger to self or others, the inmate should be placed in a medical/mental health unit for emergency involuntary treatment with sedation and/or other medical management, as appropriate. If the offender is not transferred to a medical/mental health unit and is restrained in a four/five point position, the following minimum procedures will be followed:

1. Direct visual observation by staff must be continuous prior to obtaining approval from the health authority or designee.
2. Subsequent visual observation must be made at least every 15 minutes.
3. Restraint procedures are in accordance with guidelines endorsed by the designated health authority.

SJ-106 Written policy, procedure, and practice provide that no inmate or group of inmates is given control or authority over other inmates.

Food Services

SJ-124 MANDATORY There is documentation that the facility's system of dietary allowance is reviewed at least annually by a registered dietician to ensure compliance with nationally recommended food allowances.

SJ-125 Menu evaluations are conducted at least quarterly to verify adherence to the nationally recommended basic daily servings.

SJ-126 All menus are planned, dated, and available for review at least one week in advance; notations are made of any substitutions in the meals actually served, and substitution are of equal nutritional value.

SJ-127 Written policy, procedure, and practice provide for special diets as prescribed by appropriate medical or dental personnel.

SJ-128 Written policy, procedure, and practice provide for special diets for inmates whose religious beliefs require the adherence to religious dietary laws.

SJ-129 Toilet and wash basin facilities are available to food service personnel and inmates in the vicinity of the food preparation area.

SJ-130 Written policy and procedure require that ~~the~~ at least three meals, of which two are hot meals, are provided at regular meal times during each twenty-four-hour period, with no more than fourteen hours between the evening meal and breakfast. Provided that basic nutritional goals are met, variations may be allowed based on weekend and holiday food service demands.

SJ-131 Written policy and procedure prohibit the use of food as a disciplinary measure.

SJ-132 Written policy, procedure, and practice provide for:

1. Weekly inspection of all food service areas, including dining and food preparation areas and equipment.
2. Sanitary, temperature-controlled storage facilities for all food.
3. Daily inspections of refrigerator and water temperatures by administrative, medical, or dietary

personnel.

SJ-132-1 Written policy, procedure, and practice provide that stored shelf goods are maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated foods at 35 degrees to 40 degrees Fahrenheit, and frozen foods at 0 degrees Fahrenheit or below.

SJ-133 MANDATORY Written policy, procedure, and practice provide that food service facilities and equipment meet established safety and protection standards and requirements and that food service personnel comply with applicable health regulations. There is documentation that health and safety regulations are met.

Sanitation and Hygiene

SJ-134 Written policy, procedure, and practice establish the following requirements:

1. Weekly sanitation inspections of all institution areas by a designated administrative staff member
2. At least annual inspections by federal, state, and/or local sanitation and health officials or other qualified person(s)
3. Compliance with all applicable laws and regulations of the governing jurisdiction

SJ-135 MANDATORY There is certification that the facility water supply meets all applicable laws and regulation of the governing jurisdiction.

SJ-136 A written housekeeping plan for all areas of the physical plant provides for daily housekeeping and regular maintenance by assigning specific duties and responsibilities to staff and inmates. This plan includes the following requirements:

1. Facility floors are kept clean, dry, and free of hazardous substances.
2. Control of vermin and pests, which includes, at a minimum, monthly inspections by a qualified person.
3. Disposal of liquid and solid wastes.
4. The issue of clean, suitable and presentable clothing to new inmates.
5. The issue of suitable and clean bedding, linen, and towels to new inmates and for exchanging of bedding, linen, and towels on at least a weekly basis.
6. Provision for needed cleaning and storage of inmate personal clothing.
7. Articles needed for personal hygiene are provided to all inmates.
8. Sufficient facilities in the housing areas to permit inmates to shower or bathe on admission to the facility and daily thereafter

SJ-138 Water temperature for showers or bathing is thermostatically controlled to ensure the safety of inmates.

SJ-139 Written policy, procedure, and practice provide for the delivery of health care services, including medical, dental, and mental health services, under the control of a designated health

- have occurred after ceasing use (E.G., convulsions),
 - d) Past and present treatment or hospitalization for mental disturbance or suicide, Other health problems designated by the responsible physician, and
 - e) Mental illness.
2. Observation of:
- a) Behavior, which includes state of consciousness, mental status, appearance, conduct, tremor and sweating,
 - b) Body deformities, and
 - c) Trauma markings, bruises, lesions, jaundice, ease of movement, etc.
3. Disposition to:
- a) General population,
 - b) General population and referral to appropriate health care service, and
 - c) Referrals to appropriate health care service on an emergency basis.

SJ-150 Written policy and procedure govern the use of restraints for medical and psychiatric purposes.

SJ-152 MANDATORY Written policy and procedure prohibit the use of inmates for medical, pharmaceutical, or cosmetic experiments. This policy does not preclude individual treatment of an inmate based on his or her need for a specific medical procedure that is not generally available.

SJ-154 Written policy, procedure, and practice provide for the proper management of pharmaceuticals. The policy is reviewed annually by the facility administrator and the health care authority.

SJ-155 Persons administering medications have received training appropriate to their assignment. They are accountable for administering medications according to orders and record the administration of medications in a manner and on a form approved by the responsible physician.

SJ-157-3 MANDATORY There is a written suicide prevention and intervention program that is reviewed and approved by a qualified medical or mental health professional. All staff with responsibility for inmate supervision are trained in the implementation of the program.

Inmates Rights

SJ-158 Written policy and procedure ensure and facilitate the right of inmates to have access to attorneys, the courts, authorized representatives, legal materials, and to address uncensored communications to governmental authorities.

SJ-159 The facility fulfills the right of inmates to basic medical and dental care.

SJ-160 Written policy and procedure grant inmates the right to practice their religion, subject only to

the limitations necessary to maintain institutional order and security.

SJ-161 Written policy and procedure grant inmates the right to receive visits and to communicate or correspond with persons or organizations, subject only the limitations necessary to maintain order and security.

SJ-162 Written policy, procedure, and practice provide for protection from personal abuse, corporal punishment, personal injury, disease, property damage, and harassment.

SJ-163 A written grievance procedure is made available to all inmates and includes at least one level of appeal.

Inmate Rules and Discipline

SJ-164 There are written rules of inmate conduct that specify acts prohibited within the facility and penalties that may be imposed for various degrees of violation. These rules are provided to all inmates, and procedures exist for ensuring that all inmates understand the rules.

SJ-165 The written rules of inmate conduct are reviewed annually and updated if necessary to ensure that they are consistent with constitutional and legal principles.

SJ-166 All personnel who deal with inmates receive sufficient training so that they are thoroughly familiar with the rules of inmate conduct, the sanctions available, and the rationale for the rules.

Communication, Mail, and Visiting

SJ-174 Written policy and procedure govern inmate correspondence. The policy is available to all staff and inmates and is reviewed annually and updated as needed.

SJ-175 There is no limitation on the volume of lawful mail an inmate may send or receive, except where there is clear and convincing evidence to justify the limitations for reason of public safety or facility order and security.

SJ-176 Written policy, procedure, and practice provide that indigent inmates are provided with a system enabling them to send a minimum of two letters per week.

SJ-177 Written policy and procedure require that:

1. Inmate letters, both incoming and outgoing, may be opened and inspected for contraband.
2. Letters are not read or rejected except where there is reliable information that there is a threat to order and security or that they are being used in the furtherance of illegal activity.
3. Inmates are notified when incoming or outgoing letters are rejected.
4. All mail is forwarded by the administrator within twenty-four hours of receipt except for Saturdays, Sundays, and holidays.

SJ-178 Written policy and procedure specify that inmates are permitted to send sealed letters to specified groups of persons and organizations, including but not limited to courts, counsel, officials of the confining authority, government officials, administrators of grievance systems, and members of the parole authority. Mail to inmates from this specified class of persons and organizations may be opened only to inspect for contraband and only in the presence of the inmate.

SJ-179 Written policy, procedure, and practice provide for inmate access to a telephone.

SJ-180 Written policy and procedure govern visiting and are reviewed annually and updated if necessary.

SJ-181 The number of visitors an inmate may receive and the length of visits are limited only by facility schedules, space, and personnel constraints, except where there are substantial reasons to justify such limitations.

SJ-182 Written policy and procedure require visitor registration on entry into the facility.

Admission, Orientation, Property Control, and Release

SJ-186 Written policy and procedure govern the admission and orientation of new inmates. The policy and procedure is reviewed annually and updated if necessary.

Classification

SJ-193 Written policy and procedure prohibit segregation of inmates by race, color, creed, or national origin.

SJ-194 The facility has a written inmate work assignment plan that provided for inmate employment. This employment may include facility maintenance duties and, if statute permits, public work projects or community service.

SJ-196 Written policy and procedure prohibit discrimination in inmate work assignments based on sex, race, religion, or national origin.

SJ-199-1 Written policy, procedure, and practice prohibit discrimination based on an inmate's race, religion, national origin, sex, disability, or political views in making administrative decisions and in providing access to programs.

Summary

Mandatory Standards	=	16
Non-Mandatory Standards	=	72
Total		88

APPENDIX D
PROTECTED HEALTH INFORMATION

A. Medical Privacy (confidentiality) Applicable Definitions:

1. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
2. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by contractor from or on behalf of DOC.
3. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
4. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

B. Obligations and Activities of Contractor:

1. Contractor agrees to not use or disclose Protected Health Information other than as permitted or required by the contract or as Required By Law.
2. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this contract.
3. Contractor agrees to report to DOC any use or disclosure of the Protected Health Information not provided for by this contract of which it becomes aware.
4. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by contractor on behalf of DOC agrees to the same restrictions and conditions that apply through this contract to contractor with respect to such information.
5. Contractor agrees to provide access, at the request of DOC, and in accordance with the terms and conditions of this contract, to Protected Health Information in a Designated Record Set, to DOC or, as directed by DOC, in order to meet the requirements under 45 CFR § 164.524.
6. Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that DOC directs or agrees to pursuant to 45 CFR § 164.526 at the request of DOC and in accordance with the terms and conditions of this contract.
7. Contractor agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by contractor on behalf of, DOC

available to the DOC in accordance with the terms and conditions of this contract for purposes of the Secretary determining DOC's compliance with the Privacy Rule.

C. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this contract, contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, DOC as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by DOC or the minimum necessary policies and procedures of the DOC.

D. Obligations of DOC

1. DOC shall notify contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect DOC's use or disclosure of Protected Health Information.
2. DOC shall notify contractor of any restriction to the use or disclosure of Protected Health Information that DOC has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect contractor's use or disclosure of Protected Health Information.

E. Permissible Requests by Covered Entity

DOC shall not request contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by DOC, except for purposes of data aggregation or management and administrative activities of contractor as it relates to performance of specific functions on behalf of DOC as included in this contract.

F. Terms and Termination

1. The Term of this provision shall be effective as of the award date of this contract and shall terminate when all of the Protected Health Information provided by DOC to contractor, or created or received by contractor on behalf of DOC, is destroyed or returned to DOC, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Upon DOC's knowledge of a material breach by contractor, DOC shall either:
 - a. Provide an opportunity for contractor to cure the breach or end the violation and terminate this contract if contractor does not cure the breach or end the violation within the time specified by DOC;
 - b. Immediately terminate this contract if contractor has breached a material term therein, and cure is not possible; or
 - c. If neither termination nor cure are feasible, DOC shall report the violation to the Secretary.

3. Effect of Termination.

- a. Except as provided in paragraph (2) of this section, upon termination of this contract, for any reason, contractor shall return or destroy all Protected Health Information received from DOC, or created or received by contractor on behalf of DOC. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that contractor determines that returning or destroying the Protected Health Information is infeasible, contractor shall provide to DOC notification of the conditions that make return or destruction infeasible. If the return or destruction of Protected Health Information is infeasible, contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as contractor maintains such Protected Health Information.

Oklahoma Department of Corrections
Private Prison Administration

13-Oct-05

Revised

Private Prisons					
	Medium	PC	Minimum	Contract Monitor	
CCA Cimarron CF	964		6	John Gallagher	
CCA Davis CF	964		6	Ted Limke/Donna Boone	
Cornell/HEDA Great Plains CF	768		44	Julie Wright	
GEO Group Lawton CF	1,574	306	20	Ramona Hollier/Rick Whitten/Richard Morton	
CCA North Fork CF (empty)				Ted Limke	
Classification & Programs				John Gallagher	
Hawaiian DOC Contracts				Lea Klingler	
	subtotal	4,270	306	76	
PP Total		4,652			
County Correctional Services Contracts					
Region	Host	County//	# Beds	Male:	Contract
		City	Medium	Minimum	Monitor
E	HMCC	Choctaw		44	Boone
E	JDCC	Adair		34	Boone
E	JDCC	Okmulgee (Authority)	52		Boone
E	MACC	Marshall	8		Boone
E	NOCC	Nowata		40	Boone
E	NOCC	Ottawa	22		Boone
E	JEHCC	Sequoyah (Authority)		38	Boone
CC	SWDCC	Cotton	12		Limke
CC	SWDCC	Jefferson		7	Limke
WC	JCCC	Blaine		10	Limke
WC	JCCC	Dewey	8	4	Limke
WC	JCCC	Garfield (Authority)		Pending	Limke
WC	JCCC	Major		8	Limke
WC	JHCC	McClain	10		Boone
WC	MBCC	Oklahoma	98		Boone
WC	OSR	Greer		6	Limke
WC	OSR	Roger Mills	10		Limke
WC	OSR	Tillman	34	6	Limke
	subtotals		254	197	
County Total		451			
Total Contracts		5,103			
Reception Services Contracts					
OS	LARC A&R	Jackson	48		Limke
OS	LARC A&R	Pottawatomie	60		Boone
OS	LARC A&R	Pushmataha	20		Boone
Hawaii Department of Public Safety Monitoring Contract					
CCA Diamondback CF males		862			Klingler

All contracts monitored for OK inmates house only male inmates.

cc: Debbie Mahaffey, PP Wardens, Contract Monitors, Bob Boone, Ken Klingler, Justin Jones, Patty Davis, Dr. Jackson, Jane Kirby, Dr. Azimi, Ron Anderson, Ronnie Carrico, Lura Fabian

APPENDIX B

Jail Evaluation Questionnaire

KENTUCKY DEPARTMENT OF CORRECTIONS

Jail Evaluation Study

Jailer Interview

County: _____

Jailer Name: _____

FAX No.: _____ / _____

Date of Site Visit: _____

INTRODUCTION:

As you know, Commissioner Rees is considering developing a system for compensating jails beyond the standard per diem rate if jailors can demonstrate that they are providing programs and services to state inmates beyond the minimum requirements. Commissioner Rees has asked us to conduct this study to assist the Department of Corrections in developing such a system. Your jail has been randomly selected to participate in this study and we very much appreciate your willingness to meet with us and to assist us in collecting important information about your jail. The first step in the study is to find out what programs and services are being offered to state inmates as well as to understand potential barriers that may hinder jailors' abilities to provide those services.

We need to collect certain administrative data about your jail, such as the number of state inmates you housed last year, your budget, etc. You may need to review your records to provide accurate information or you may need the assistance of some of your operational staff. If you have any questions, please contact Dr. Stephen Kennedy at 502/238-7332 or email him at kennedy@pire.org.

1. Including all types of inmates (misdemeanors and felons) how many inmates did you house in your facility in 2004? Just the estimated number of "bookings" rather than individual persons would be fine.	Total # Inmates in 2004
1a. What percentage were female inmates?	
1b. What percentage were minorities (African American, Hispanics, etc.)?	
1c. Are interpreters available for non-English speaking inmates? <input type="checkbox"/> NO <input type="checkbox"/> YES	
1d. Please estimate the percentage of your 2004 inmates that were incarcerated for drug related offenses?	
2. How many of the 2004 inmates were sentenced state (Class C and D) felons?	# Class C and D Felons
2a. What percentage of the Class C and Ds were female inmates?	
2b. What percentage were minorities (African American, Hispanics, etc.)?	
3. What was your estimated annual operating budget for the jail in 2004?	
4. What is the estimated amount you received in 2004 from the state for housing class C & D inmates?	
5. What is the estimated amount of money you got in 2004 from your county government for housing other inmates?	

6. Do you receive funds for any work that inmates perform for county government or the local community?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
---	--------------------------------	---------------------------------

7. Please list the amounts you receive to operate the jail from the following other sources of revenue.	
Per Inmate: Booking fees.....	<input type="checkbox"/> No <input type="checkbox"/> Yes → If yes, \$ _____
Housing fees.....	<input type="checkbox"/> No <input type="checkbox"/> Yes → If yes, \$ _____
DUI fees.....	<input type="checkbox"/> No <input type="checkbox"/> Yes → If yes, \$ _____

7. (cont.) List the amounts you receive to operate the jail from the following other sources of revenue.

Social Security Fees.....	<input type="checkbox"/> No	<input type="checkbox"/> Yes	→ If yes, \$ _____
Bond Fees.....	<input type="checkbox"/> No	<input type="checkbox"/> Yes	→ If yes, \$ _____
Court Fees.....	<input type="checkbox"/> No	<input type="checkbox"/> Yes	→ If yes, \$ _____
Per diem for federal prisoners.....	<input type="checkbox"/> No	<input type="checkbox"/> Yes	→ If yes, \$ _____
Per diem for prisoners from other counties.....	<input type="checkbox"/> No	<input type="checkbox"/> Yes	→ If yes, \$ _____
Commissary profits.....	<input type="checkbox"/> No	<input type="checkbox"/> Yes	→ If yes, \$ _____
Work Release.....	<input type="checkbox"/> No	<input type="checkbox"/> Yes	→ If yes, \$ _____ based on how much inmates are paid
Other sources of revenue (specify) _____			

8. Have you written or worked with other agencies to write grant applications to obtain special funding for inmate services?

NO	YES
<input type="checkbox"/>	<input type="checkbox"/>

IF YES: Were any grants funded since the beginning of 2004? ☐ NO ☐ YES

IF YES: How much did you receive from the grant(s)? \$ _____

Jailer Background Information

9. How many years have you served as jailer for this county?

Years as county jailer?

9a. When are you up for re-election? Month: _____ Year: 2006

10. What other corrections experience did you have before you were elected to this position?

11. What other kind of work or positions have you held before you became a jailer?

12. What is highest level of education you have received? Would you say...

- | | | |
|--|--|--|
| <input type="checkbox"/> Less than High School | <input type="checkbox"/> High School | <input type="checkbox"/> College/Vocational School |
| <input type="checkbox"/> Bachelor Degree (close to it) | <input type="checkbox"/> Master Degree | <input type="checkbox"/> Higher than Master Degree |
| | <input type="checkbox"/> No response | |

13. What is your annual salary for managing the jail?

Annual Salary?

14. Have you received any other specialized training (such as business management, law enforcement training, etc.) that qualifies you for this position?

15. What do you see as the most serious budgetary issues that you face as a jailer?

16. What remedies do you think are needed most to address these issues?

For any kind of an incentive system to work, it will be important for jailors to keep certain records or documentation on the programs and services they provide to state inmates beyond what is now required by DOC. The next group of questions will help us assess the level of record keeping that your jail now has for programs and services and whether it would be possible for you to provide certain kinds of information that may be needed if your jail were apply to receive incentive funds.

17. For 2004, did you keep complete documentation on ...

NO

YES

a. The programs and activities that inmates participate in?

☒

☐

b. The number of inmates that participated in each program or activity?

☐

☐

IF YES: If asked, would you be able to report the number of inmates that participated in each activity by month?

☐

☐

Did you keep complete documentation on . . .	NO	YES
c. The number of incidents of inmates' substance use violations (extracted from jail incident reports)?	<input type="checkbox"/>	<input type="checkbox"/>
IF YES: If asked, would you be able to report the number of these violations by month?	<input type="checkbox"/>	<input type="checkbox"/>
d. The number of incidents of suicide or attempted suicide?	<input type="checkbox"/>	<input type="checkbox"/>
IF YES: If asked, would you be able to report the number of these attempts by month?	<input type="checkbox"/>	<input type="checkbox"/>
e. The number of "walk-aways" or escapes from the facility?	<input type="checkbox"/>	<input type="checkbox"/>
f. The number of inmates due at parole hearings each month?	<input type="checkbox"/>	<input type="checkbox"/>
g. How do you keep track of whether the pre parole progress information that the parole board needs has been sent to them in a timely manner?		
h. Would you be able to report the number of parole hearings and paroled inmates by month?	NO <input type="checkbox"/>	YES <input type="checkbox"/>

Our next group of questions is about the specific kinds of programs and services that are available for inmates in your jail. We are interested in whether you provide these programs and if so, how often and how many inmates participate. If not, we are interested in the reasons why your jail is currently unable to offer these programs.

18. Do you offer religious programs? ☐ NO ☐ YES

IF NO: What prevents you from being able to offer religious programs?

Do you plan on providing religious programs? ☐ NO ☐ YES

IF YES: How many days per week are religious programs offered? _____

On average, how many inmates attend each session? _____

Are the sessions facilitated by volunteers? ☐ NO ☐ YES

19. Do you offer a GED program? ☐ NO ☐ YES

IF NO: What prevents you from being able to offer a GED program to inmates?

Do you plan on providing a GED program? ☐ NO ☐ YES

IF YES: What agency provides instructors for the GED program?

How many days per week is the GED program offered? _____

On average, how many inmates attend each session? _____

Are the sessions facilitated by volunteers? ☐ NO ☐ YES

IF NO: Who pays for the cost of the GED instructors?

20. Do you offer other educational programs (i.e., library services, college or vocational classes, etc.)?

☐ NO ☐ YES

IF NO: What prevents you from offering other educational programs?

Do you plan on providing other educational programs? ☐ NO ☐ YES

IF YES: What kinds of other educational programs do you offer?

How many days per week are these programs offered? _____

On average, how many inmates attend each session? _____

Are the sessions facilitated by volunteers? ☐ NO ☐ YES

IF NO: Who pays for the cost of these educational services?

21. Do you offer an Alcohol Anonymous program? ☐ NO ☐ YES

IF NO: What prevents you from having an AA program for inmates?

Do you plan on providing an AA program? ☐ NO ☐ YES

IF YES: How many days per week is the AA program offered? _____

On average, how many inmates attend each session? _____

Are the sessions facilitated by volunteers? ☐ NO ☐ YES

22. Do you offer a narcotic anonymous (NA) program? ☐ NO ☐ YES

IF NO: What prevents you from having an NA program for inmates?

Do you plan on providing an NA program? ☐ NO ☐ YES

IF YES: How many days per week is the NA program offered? _____

On average, how many inmates attend each session? _____

Are the sessions facilitated by volunteers? ☐ NO ☐ YES

23. Do you offer other alcohol and drug prevention programs for inmates such as Life Skills, Tough Love, etc.? ☐ NO ☐ YES

IF NO: What prevents you from offering other alcohol or drug prevention programs?

Do you plan on providing this kind of program? ☐ NO ☐ YES

IF YES: How many days per week are these other ATOD programs offered? _____

On average, how many inmates attend each session? _____

Are the sessions facilitated by volunteers? ☐ NO ☐ YES

24. Do you offer parenting, anger management or other types of family or personal development programs? ☐ NO ☐ YES

IF NO: What prevents you from offering these kinds of programs?

Do you plan on providing this kind of program? ☐ NO ☐ YES

IF YES: What other family or personal development programs are offered?

Who/what agency presents these programs? _____

How many days per week are they offered? _____

On average, how many inmates attend each session? _____

Are the sessions facilitated by volunteers? ☐ NO ☐ YES

Now, we are interested in whether inmates in your jail are given work opportunities. If so, what kinds of opportunities and how many inmates participate. If not, what are the reasons why your jail is unable to provide work opportunities for inmates.

25. Do inmates participate in roadside trash pick up? ☐ NO ☐ YES

IF NO: What prevents them from being able to do this kind of work in your community?

Do you plan on providing this kind of program? ☐ NO ☐ YES

IF YES: How often is this work activity done?

How much is your jail compensated for this work? _____

How much are the inmates compensated per hour or per day? _____

On average, how many inmates participate each month? _____

26. Do inmates participate in park maintenance, grass mowing, or landscaping of public or non-profit property? ☐ NO ☐ YES

IF NO: What prevents them from being able to do this kind of work in your community?

Do you plan on providing this kind of program? ☐ NO ☐ YES

IF YES: How often is this work activity done?

How much is your jail compensated for this work? _____

How much are the inmates compensated per hour or per day? _____

On average, how many inmates participate each month? _____

27. Do inmates participate in the repair or maintenance of animal shelters, or other public or non-profit buildings? ☐ NO ☐ YES

IF NO: What prevents them from being able to do this kind of work in your community?

Do you plan on providing this kind of program? ☐ NO ☐ YES

IF YES: How often is this work activity done?

How much is your jail compensated for this work? _____

How much are the inmates compensated per hour or per day? _____

On average, how many inmates participate each month? _____

28. Do inmates participate in any other community work activities? ☐ NO ☐ YES

IF YES: What are these other work activities?

How often is this work activity done?

How much is your jail compensated for this work? _____

How much are the inmates compensated per hour or per day? _____

On average, how many inmates participate each month? _____

28a. Overall, what is the approximate annual dollar value of all of the work that is performed by inmates for the community?

\$ _____

29. How is medical care provided to state inmates in your jail?

Do inmates pay a co-pay for medical services? ☐ NO ☐ YES

If YES, how much? \$ _____

30. How are inmate medical emergencies handled?

The next few questions are about how you work with community organizations to provide programs or services to your jail. These can include local school personnel, church or civic groups, voluntary groups or social service agencies.

31. (Other than the organizations you've already mentioned) What local community organizations do you work or collaborate with to bring services or programs to your jail? I would like to list each one and the purpose for the collaboration.

Organization	Purpose of Collaboration
A.	
B.	
C.	
D.	
E.	
F.	

32. Are people in your community aware of the activities and programs that take place in your jail?

NO

YES

☐
☐

33. Have you taken steps to try to make people more aware of jail activities or needs of inmates in your jail?

NO

YES

☐
☐

IF YES: What kinds of things have you done?

34. Over the last year, have there been any articles in the local newspapers or information in other media such as radio or TV about activities at your jail or inmate service needs?

NO

YES

☐
☐

IF YES: Can you describe those?

35. How many full-time staff are employed by this jail? _____

35a. What is their starting hourly wage? \$ _____

36. How many part-time staff are employed by this jail?

Part-time Staff

37. How many volunteers regularly work at the jail either presenting programs or performing other volunteer services?

Regular Volunteers

38. How much and what type of training has your jail staff received in the last two years?

39. Are there plans and funding for additional training?

NO

YES

☐☐

40. Generally speaking, how satisfied would you say jail staff are with their job? Would you say...

Very
Satisfied

Somewhat
Satisfied

Somewhat
Dissatisfied

Very
Dissatisfied

☐☐☐☐

41. What improvements in the operation of the jail would you like to see most?

42. What improvements in the operation do you think most jail staff would like to see?

43. Has your county government approved plans for building a new jail or expanding your current jail?

- ☐ Yes, building a new jail. If YES, what will be the total number of beds in the new jail? _____
- ☐ Yes, expanding current jail. If YES, what will be the total number of beds after expansion? _____
- ☐ No, but plan to request approval for expanding jail within the next two years.
- ☐ No, but plan to request approval for building new jail within the next two years.
- ☐ No current plans to expand or build a new jail.

You are finished. Thank you for participating in this interview!

APPENDIX C

**Results from Surveys
Faxed to Jails Not in Study Sample**

KENTUCKY DEPARTMENT OF CORRECTIONS

Results from Surveys Faxed to Jails Not in Study Sample

Responses represent 20 jails that responded to the survey, comprised of:

- 6 jails from the Southwestern Region
- 2 jails from the Northwestern Region
- 8 jails from the Northeastern Region
- 4 jails from the Southeastern Region

Results are based on the number of jails that responded to designated questions.

Variables from FAXED Jailers' Survey	Average	Range	
		Minimum	Maximum
Bookings, 2004			
▪ Total Number of Booking	8,857	400	74,655
▪ Percent Female Population	2%	0%	2%
▪ Percent of Minority Population	14%	10%	40%
Class C & D, 2004			
▪ Total Number C & Ds housed in 2004	308	0	1,773
▪ Percent Minority Population	11%	0%	25%
▪ Percent Female Population	15%	0%	50%
Drug Related Offense, 2004			
▪ Estimated Percent of Total Inmates Incarcerated	66%	13%	88%
Jailer Salary, 2004			
▪ Annual salary	\$65,130	\$10,500	\$92,000
Jailer Tenure in Position			
▪ Numbers of Years served	5	1	16
Staffing			
▪ Number of Full time staff	56	6	397
▪ Number of part time staff	4	0	9
▪ Number of volunteers	12	0	50
▪ Starting salary of jail staff	\$8.91	\$6.50	\$10.82
Medical Co-Payments by Inmates			
▪ Co-pay for Medical Services	\$20	\$5	\$50
Annual Dollar Value of Work Performed by Inmates			
▪ Work Performed by Inmates for the Community	\$472,455	\$3,500	\$2,000,000
Budget Information, 2005			
▪ Annual Operating Budget	\$3,400,527	\$550,000	\$26,053,180
▪ \$ Rec'd for Housing State Inmates	\$763,837	\$4,125	\$3,020,012
▪ \$ Rec'd from county government for housing other inmates	\$1,303,685	\$0	\$22,382,687
▪ Average Daily Cost Per Inmate	\$30.98	\$20.21	\$38.88

Table continued...

* Responses represent 20 jails that responded to the survey, comprised of: 6 jails from the Southwestern Region; 2 jails from the Northwestern Region; 8 jails from the Northeastern Region; 4 jails from the Southeastern Region.

** Results are based on the number of jails that responded to designated questions.

Other Fee Received	Number of jails (Yes)	Percentage
▪ Estimated \$ for work inmates performed for county government	3	16%
▪ Booking fee	15	88%
▪ Housing fee	11	61%
▪ DUI fee	10	56%
▪ Social Security fee	10	56%
▪ Bond fees	12	67%
▪ Court fees	10	56%
▪ Per diem for housing federal prisoners	8	42%
▪ Per diem for housing inmates from other counties	13	68%
▪ Commissary profits	6	35%
▪ Work release	11	61%
▪ Other sources (e.g., telephone, etc.)	6	75%
What do jailers see as the most serious budgetary issues?		
▪ Overcrowding; insufficient bed space	1	6%
▪ Inadequate operational funding (for county inmates; unforeseen expenses)	2	11%
▪ Rising medical expenses for inmates	10	61%
▪ Inadequate pay, benefits or training for staff	2	11%
▪ Inadequate funding for state inmates	1	6%
▪ Other (increasing number of mentally ill/drug addict inmates)	2	11%
What remedies do jailers think are needed to address budgetary issues?		
▪ Need new facility or expand existing jail	2	11%
▪ State needs to increase per diem and medical funding for state inmates; pay for time served; contribute to housing county inmates	13	72%
▪ Need on-site medical staff	0	0%
▪ Pay raises; better benefits; Hazardous Duty pay	1	6%
▪ Additional staff needed	0	0%
▪ Additional training needed	1	6%
▪ Others (need a new county judge, etc.)	1	6%
What improvements in the operation of the Jail would Jailers like to see?		
▪ Need new facility or expand existing jail	6	33%
▪ State needs to increase per diem and medical funding for state inmates; pay for time served; contribute to housing county inmates	3	17%
▪ Need on-site medical staff	0	0%
▪ Pay raises; better benefits; Hazardous Duty pay	0	0%
▪ Additional staff needed	2	11%
▪ Additional training needed	1	6%
▪ Others (need a new county judge, etc.)	6	33%

Table continued...

* Responses represent 20 jails that responded to the survey, comprised of: 6 jails from the Southwestern Region; 2 jails from the Northwestern Region; 8 jails from the Northeastern Region; 4 jails from the Southeastern Region.

** Results are based on the number of jails that responded to designated question.

What improvements in the operation of the Jail do Jailers think most Jail Staff would like to see?		
▪ Need new facility or expand existing jail	2	13%
▪ State needs to increase per diem and medical funding for state inmates; pay for time served; contribute to housing county inmates	1	6%
▪ Need on-site medical staff	0	0%
▪ Pay raises; better benefits; Hazardous Duty pay	5	31%
▪ Additional staff needed	4	25%
▪ Additional training needed	2	13%
▪ Others (need a new county judge, etc.)	2	13%
Jail Has Interpreters for non-English Speaking inmates	13	65%
Jailer Works with other agencies to write grant applications	6	30%
Educational Level of Jailers		
▪ High School	9	47%
▪ College/Vocational School	2	11%
▪ Bachelor degree	6	32%
▪ Higher than masters	2	11%
Other corrections experience jailers had prior to being elected as jailer		
▪ Previous experience as deputy jailer or other jail position	10	50%
▪ Previous experience in law enforcement or criminal justice (sheriff, state police, attorney, etc.)	16	80%
▪ Association through family members who were jailers	0	0%
▪ Managed a farm or local business	2	10%
▪ Held other government job	0	0%
▪ Professional job (counselor, journalist, etc.)	3	15%
▪ Labor (coal miner, truck driver, farming, steel mill, etc.)	2	10%
Record Keeping Practices and Program Documentation, 2004		
▪ Tracks Programs & Services that inmate participate in	15	79%
▪ Records Number of inmates that participate in each program	16	84%
▪ Records reportable by month (# of inmates per program)	15	88%
▪ Tracks Number of incidents of substance use violations	18	90%
▪ Records reportable by month (# of inmates per violation)	14	74%
▪ Tracks Number of incidents of suicide or attempted suicides	18	90%
▪ Records reportable by month (# of inmates per violation)	15	75%
▪ Tracks Number of incidents of suicide or attempted suicides	18	90%
▪ Records reportable by month (# of inmates per violation)	16	80%
▪ Tracks Number of "walk aways" or escapes	14	70%
▪ Tracks Number of inmates due for parole hearing each month		
▪ Records reportable by month (# of parole hearing)		

Table continued...

* Responses represent 20 jails that responded to the survey, comprised of: 6 jails from the Southwestern Region; 2 jails from the Northwestern Region; 8 jails from the Northeastern Region; 4 jails from the Southeastern Region.

** Results are based on the number of jails that responded to designated questions.

Programs & Services Offered Inmates		
▪ Religious programs	20	100%
▪ GED	20	100%
▪ Other educational programs (i.e., library services)	11	55%
▪ Alcohol Anonymous (AA)	16	80%
▪ Narcotic Anonymous (NA)	14	70%
▪ Other AOD program (e.g., Life Skills, Tough Love, etc.)	10	50%
▪ Personal development program (e.g., parenting, etc.)	10	53%
▪ Road Side Trash Pick-Up	19	95%
▪ Park Maintenance, Grass Mowing, Landscaping, etc.	17	90%
▪ Repair or Maintenance of Animal Shelter, Buildings, etc.	18	90%
▪ Community Work Activities		
How are medical care and services provided to state inmates in your jail?		
▪ Contract with local doctors, nurses or health provider who comes to the jail from 1-3 times per week to review "medical requests"	7	44%
▪ Contract with provider to have medical personnel on-site most of the time	2	13%
▪ Have medical personnel on staff	6	38%
▪ Use a combination of medical personnel on staff and contracts with local medical provider	1	6%
Medical Services		
▪ Co-payment by inmates	15	88%
Public Awareness		
▪ Are people in your community aware of Jail's activities	17	90%
▪ Jail taken steps to make people aware of its activities	13	72%
▪ Have there been articles or information in the media	11	61%
Jail Expansion		
▪ County has approved plans to expand current jail	2	11%
▪ County has approved plans to build new jail	0	0%
▪ Plan to request approval to expand jail in next 2 years	2	11%
▪ Plan to request approval to build new jail in next 2 years	2	11%
▪ No current plans to expand or build a new jail	13	68%
Jail Staff Satisfaction		
▪ Very Satisfied	2	11%
▪ Somewhat Satisfied	16	84%
▪ Somewhat Dissatisfied	1	5%
▪ Very Dissatisfied	0	0%
Jail Staff Training		
▪ Plan for additional training	10	53%

* Responses represent 20 jails that responded to the survey, comprised of: 6 jails from the Southwestern Region; 2 jails from the Northwestern Region; 8 jails from the Northeastern Region; 4 jails from the Southeastern Region.

** Results are based on the number of jails that responded to designated questions.

APPENDIX D

Excerpts from

*Performance-Based Standards for
Adult Local Detention Facilities*

(an American Correctional Association publication)

V. Program and Activity

GOAL: Help inmates to successfully return to the community and reduce the negative effects of confinement.

PERFORMANCE STANDARD: Inmate Opportunities for Improvement

5A. Inmates have opportunities to improve themselves while confined.

OUTCOME MEASURES:

- ✓(1) Number of inmates who passed General Equivalency Degree (GED) exams while confined in the past 12 months divided by the number of inmates who were sentenced to the jail for 6 months or more in the past 12 months.
- ✓(2) Total number of grade levels advanced by inmates in the past 12 months divided by the number of inmates who were sentenced to the jail for 6 months or more in the past 12 months.
- ✓(3) Number of certificates of vocational competency awarded to inmates in the past 12 months divided by the number of inmates who were sentenced to the jail for 6 months or more in the past 12 months.

EXPECTED PRACTICES

Programs and Services

✓4-ALDF-5A-01

(Ref. 3-ALDF-4F-01) Inmate programs and services are available and include, but are not limited to, social services, religious services, recreation, and leisure time activities.

Comment: None.

Protocols: Written policy and procedure. Facility program and activity schedule.

Process Indicators: Activity schedules. Facility logs. Inmate interviews. Observation.

4-ALDF-5A-02

✓(Ref. 3-ALDF-4F-02) The plan for inmate programs and services provides for the identification and use of available community resources.

Comment: None.

Protocols: Written policy and procedure. Program and service plan.

Process Indicators: Documentation of the identification and use of community resources.

Counseling

- ✓ 4-ALDF-5A-03
(Ref. 3-ALDF-4F-03) Staff are available to counsel inmates on request; provision is made for counseling and crisis intervention services.

Comment: None.

Protocols: Written policy and procedure. Staffing plan. Contracts for service.

Process Indicators: Review of contractual services. Program records. Inmate interviews.

Substance Abuse Programs

- ✓ 4-ALDF-5A-04
(Ref. 3-ALDF-4F-05) Inmates with drug and alcohol addiction problems are provided with substance abuse programs, to include monitoring and drug testing.

Comment: None.

Protocols: Written policy and procedure. Staffing plan. Contracts for service.

Process Indicators: Program records. Observation. Inmate interviews.

The following expected practices (4-ALDF-5A-05 through ALDF-5A-08) apply only to facilities that operate a "therapeutic community" treatment program.

- ✓ 4-ALDF-5A-05
(Ref. 3-ALDF-4F-06) There is a treatment philosophy within the context of the total correctional system as well as goals and measurable objectives. These documents are reviewed at least annually and updated as needed.

Comment: None.

Protocols: Written policy and procedure. Treatment philosophy. Goals and objectives.

Process Indicators: Documentation of annual review and updating.

- 4-ALDF-5A-06
(Ref. 3-ALDF-4F-07) There is an appropriate range of primary treatment services for alcohol and other substance-abusing inmates that include, at a minimum, the following:

- inmate diagnosis
- identified problem areas
- individual treatment objectives
- treatment goals
- counseling needs
- drug education plan
- relapse prevention and management
- culturally sensitive treatment objectives, as appropriate
- the provision of self-help groups as an adjunct to treatment

- prerelease and transitional services
- coordination efforts with community supervision and treatment staff during the prerelease phase to ensure a continuum of supervision and treatment

Comment: None.

Protocols: Written policy and procedure. Program plan. Contracts for services. Staffing plans.

Process Indicators: Program records. Inmate records.

4-ALDF-5A-07

- ✓ (Ref. 3-ALDF-4F-08) The facility uses a coordinated staff approach to deliver treatment services. This approach to service delivery is documented in treatment planning conferences and in individual treatment files.

Comment: None.

Protocols: Written policy and procedure. Treatment delivery plan. Format for inmate treatment files.

Process Indicators: Review of inmate treatment files. Minutes/notes from treatment planning conferences. Staff interviews. Observation.

✓ 4-ALDF-5A-08

- (Ref. 3-ALDF-4F-09) There are incentives for targeted treatment programs to increase and maintain the inmate's motivation for treatment.

Comment: None.

Protocols: Written policy and procedure. Incentive plan.

Process Indicators: Inmate interviews. Documentation of incentives provided to individual inmates.

Academic and Vocational Education

4-ALDF-5A-09

- ✓ (Ref. 3-ALDF-5B-01, 5B-02, 5B-03, 5B-04) Inmates have access to educational programs and, when available, to vocational counseling and vocational training. Educational and vocational programs address the needs of the inmate population.

Comment: None.

Protocols: Written policy and procedure. Needs assessment. Program plan.

Process Indicators: Documentation that programs meet the needs of the inmate population. Program records. Inmate interviews.

4-ALDF-5A-10

- (Ref. 3-ALDF-2E-04) In facilities offering academic and vocational training programs, classrooms are designed in consultation with school authorities. (Renovation, Addition, New Construction Only)

Comment: None.

EXPECTED PRACTICES

Exercise and Recreation

4-ALDF-5C-01

(Ref. 3-ALDF-5C-01) Inmates have access to exercise opportunities and equipment, including at least one-hour daily of physical exercise outside the cell, and outdoors, when weather permits.

Comment: None.

Protocols: Written policy and procedure. Facility plans/specifications. Schedule.

Process Indicators: Facility records and logs. Inmate interviews. Observation.

4-ALDF-5C-02

(Ref. 3-ALDF-5C-02) Inmates have opportunities to participate in leisure-time activities outside their respective cell or room on a daily basis.

Comment: None.

Protocols: Written policy and procedure. Facility plans/specifications.

Process Indicators: Facility logs. Inmate interviews. Observation.

4-ALDF-5C-03

(Ref. 3-ALDF-2E-01) Both outdoor and covered/enclosed exercise areas for general population inmates are provided in sufficient number to ensure that each inmate is offered at least one hour of access daily. Use of outdoor areas is preferred, but covered/enclosed areas must be available for use in inclement weather. Covered/enclosed areas can be designed for multiple uses as long as the design and furnishings do not interfere with scheduled exercise activities. The minimum space requirements for exercise areas are as follow:

- outdoor exercise areas in facilities where 100 or more inmates utilize one recreation area—15 square feet per inmate for the maximum number of inmates expected to use the space at one time, but not less than 1,500 square feet of unencumbered space
- outdoor exercise areas in facilities where less than 100 inmates have unlimited access to an individual recreation area—15 square feet per inmate for the maximum number of inmates expected to use the space at one time, but not less than 750 square feet of unencumbered space
- covered/enclosed exercise areas in facilities where 100 or more inmates utilize one recreation area have 15 square feet per inmate for the maximum number of inmates expected to use the space at one time, with a minimum ceiling height of 18 feet, but not less than 1,000 square feet of unencumbered space
- covered/enclosed exercise areas in facilities where less than 100 inmates utilize one recreation area have 15 square feet per inmate for the maximum number of inmates expected to use the space at one time, with a minimum ceiling height of 18 feet, but not less than 500 square feet of unencumbered space.

Comment: Exercise/recreation spaces are not the same as dayrooms, although dayrooms can provide added opportunities for some exercise and recreation activities. The standard establishes performance requirements for exercise spaces, offering design and operational flexibility. It allows facilities in some climates to cover and/or enclose a yard, while others will have to provide indoor space. These spaces do not have to be "indoors" but must be fully functional when the outdoor areas are not feasible for use.

Protocols: Written policy and procedure. Facility plans/specifications. Schedules.

Process Indicators: Observation. Measurement. Facility logs and activity records.

4-ALDF-5C-04

(Ref. 3-ALDF-2E-02) Segregation units have both outdoor and covered/enclosed exercise areas. The minimum space requirements for outdoor and covered/enclosed exercise areas for segregation units are as follow:

- group yard modules—15 square feet per inmate expected to use the space at one time, but not less than 500 square feet of unencumbered space
- individual yard modules—180 square feet of unencumbered space

In cases where cover is not provided to mitigate the inclement weather, appropriate weather-related equipment and attire should be made available to the inmates who desire to take advantage of their authorized exercise time.

Comment: None.

Protocols: Written policy and procedure. Facility plans/specifications. Schedules.

Process Indicators: Observation. Measurement. Facility logs and activity records.

Library Services

✓ 4-ALDF-5C-05

(Ref. 3-ALDF-5E-01
and 5E-02)

Library services are available to all inmates. A qualified staff member coordinates and supervises library services.

Comment: None.

Protocols: Written policy and procedure. Activity schedule.

Process Indicators: Observation. Inmate interviews. Qualifications of staff member.

Work and Correctional Industries

✓ 4-ALDF-5C-06

(Ref. 3-ALDF-5A-01
and 5A-03)

The facility has an inmate work assignment plan that provides for inmate labor, subject to the number of work opportunities available, and the maintenance of the facility security. The plan includes the provision for disabled inmates to work. There are a variety of work assignments that afford inmates an opportunity to develop good work habits and attitudes that can be applied to jobs after their release.

Comment: None.

Protocols: Written policy and procedure. Work plan and schedule. Inmate training materials.

Process Indicators: Observation. Inmate interviews. Documentation of work performed.

✓ 4-ALDF-5C-07

(Ref. 3-ALDF-5A-02) The facility requires all sentenced inmates to work if they are not assigned to programs.

Comment: None.

Protocols: Written policy and procedure. Inmate rules/handbook. Applicable statutes.

Process Indicators: None.

4-ALDF-5C-08

(Ref. 3-ALDF-5A-05) Pretrial and unsentenced inmates are not required to work except to do personal housekeeping and to clean their housing area. Inmates are allowed to volunteer for work assignments.

Comment: None.

Protocols: Written policy and procedure. Inmate rules/handbook.

Process Indicators: Documentation of inmate opportunities to volunteer for work assignments.

✓ 4-ALDF-5C-09

(Ref. 3-ALDF-5A-06,
5A-09, 5A-10)

Where statute permits, inmates are assigned to public works and community service projects.

Comment: None.

Protocols: Written policy and procedure. Applicable laws and regulations.

Process Indicators: Program records.

✓ 4-ALDF-5C-10

(Ref. 3-ALDF-5A-12) The inmate workday approximates the workday in the community. Inmate performance is regularly evaluated and recorded. Inmates receive written recognition of competencies that they acquire.

Comment: None.

Protocols: Written policy and procedure. Work schedule. Competency measurement and recognition materials.

Process Indicators: Work records. Facility logs and records. Inmate records. Inmate interviews. Documentation of competency recognition.

4-ALDF-5C-11

(Ref. 3-ALDF-5A-13) (MANDATORY) Inmate working conditions comply with all applicable federal, state, or local work safety laws and regulations.

Comment: None.

Protocols: Written policy and procedure. Applicable laws and regulations.

Process Indicators: External inspection reports, completed forms, including documentation that identified deficiencies were corrected. Work records. Inmate and staff interviews.

4-ALDF-5C-12

(Ref. 3-ALDF-5A-18
and 5A-19)

✓ Inmates are compensated for work performed with incentives such as, but not limited to:

- monetary compensation
- special housing
- extra privileges
- sentence reduction (when allowed by statute)

Comment: None.

Protocols: Written policy and procedure. Inmate compensation plan.

Process Indicators: Documentation of inmate compensation.

The following expected practices (4-ALDF-5C-13-4-ALDF-5C-16) apply only to facilities that operate an industries program.

4-ALDF-5C-13

(Ref. 3-ALDF-5A-14) Where an industries program exists, its establishment is authorized and areas of authority, responsibility, and accountability are delineated.

Comment: None.

Protocols: Written policy and procedure. Statute or policy authorizing program. Organizational chart.

Process Indicators: None.

4-ALDF-5C-14

(Ref. 3-ALDF-5A-15) The number of inmates assigned to industries' operations meets the realistic workload needs of each operating unit.

Comment: None.

Protocols: Written policy and procedure. Workload calculations.

Process Indicators: Observation. Inmate interviews. Work records.

4-ALDF-5C-15

(Ref. 3-ALDF-5A-16) There is a comprehensive quality control process.

Comment: None.

Protocols: Written policy and procedure. Quality control plan.

Process Indicators: Quality control records. Observation.

4-ALDF-5C-16

(Ref. 3-ALDF-5A-17) A cost accounting system for each industry unit is designed, implemented, and maintained in accordance with generally accepted accounting principles.

Comment: None.

Protocols: Written policy and procedure. Cost accounting system.

Process Indicators: Financial records.

Religious Programs

✓4-ALDF-5C-17

(Ref. 3-ALDF-5F-06) Inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing a threat to the safety of persons involved in such activity itself or disruption of order in the facility.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Documentation of inmate religious activities. Documentation of reasons for limitations. Chaplain interviews. Inmate interviews.

✓4-ALDF-5C-18

(Ref. 3-ALDF-5F-02) The facility administrator designates a staff member, contractor, or volunteer to coordinate religious activities for inmates.

Comment: None.

Protocols: Written policy and procedure. Staffing plan. Organizational chart.

Process Indicators: Documentation of designation.

✓4-ALDF-5C-19

(Ref. 3-ALDF-5F-03) There is a chaplain(s) with the minimum qualifications of clinical pastoral education or equivalent specialized training, and endorsement by the appropriate religious-certifying body. The chaplain assures equal status and protection for all religions.

Comment: None.

Protocols: Written policy and procedure. Job description.

Process Indicators: Documentation of endorsement by certifying body. Observation. Facility records and logs. Inmate interviews. Documentation of chaplain's education and training.

✓4-ALDF-5C-20

(Ref. 3-ALDF-5F-04) The chaplain, in cooperation with the facility administrator and/or designee, plans, directs, and supervises all aspects of the religious program, including approval and training of both lay and clergy volunteers from faiths represented in the inmate population.

Comment: None.

Protocols: Written policy and procedure. Training curriculum. Plan.

Process Indicators: Training records. Religious program records. Facility logs and records. Inmate interviews.

4-ALDF-5C-21

(Ref. 3-ALDF-5F-05) ✓ The chaplain and religious coordinator have physical access to all areas of the facility to minister to inmates and staff.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Staff interview.

4-ALDF-5C-22

(Ref. 3-ALDF-5F-07) ✓ When a religious leader of an inmate's faith is not represented through the chaplaincy staff or volunteers, the religious coordinator and chaplain assist the inmate in contacting such a person. That person must have the appropriate credentials from the faith's judicatory and may minister to the inmate under the supervision of the religious coordinator or chaplain.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Documentation of efforts to contact faith representatives. Credentials of faith representatives.

4-ALDF-5C-23

(Ref. 3-ALDF-5F-09) ✓ The facility provides space and equipment adequate for conducting and administering religious programs. The facility provides for the availability of noninmate clerical staff for confidential materials.

Comment: None.

Protocols: Written policy and procedure. Facility plans/specifications.

Process Indicators: Observation. Staff, volunteer and inmate interviews. Staff deployment records.

4-ALDF-5C-24

(Ref. 3-ALDF-5F-10) ✓ The chaplain(s), in cooperation with the facility administrator or designee, develops and maintains communications with faith communities and approves donations of equipment or materials for use in religious programs.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Documentation of communications.

Commissary/Canteen

4-ALDF-5C-25

(Ref. 3-ALDF-1B-16) An inmate commissary or canteen is available from which inmates can purchase approved items that are not furnished by the facility. The commissary's/canteen's operations are strictly controlled using standard accounting procedures. Excess revenues derived from the operation of the commissary or canteen are used for the benefit of inmates.

Comment: None.

Protocols: Written policy and procedure. Commissary forms and formats.
Fiscal procedures. Budgets.

Process Indicators: Commissary records. Budgets.

4-ALDF-5C-26

(Ref. 3-ALDF-2E-13) Space is provided for an inmate commissary/or canteen, or provisions are made for a commissary service.

Comment: None.

Protocols: Written policy and procedure. Facility plans/specifications.

Process Indicators: Observation. Commissary/canteen records.